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CURRENT TOPICS.

Mr. Justice NORTH intimated on April 30 that he would, at the request of Mr. Justice VAUGHAN WILLIAMS, hear all winding-up petitions answered before him for May 7 and 14.

A TRANSFER will shortly be ordered of actions from Mr. Justice CHITTY, Mr. Justice NORTH, and Mr. Justice KEKEWICH to Mr. Justice ROMER for the purpose only of trial or hearing. Fifty actions will be transferred from the list of each of the above-named judges. Lists may be seen in Room 136 at the Royal Courts of Justice from which the actions to be transferred will be taken, and any statement of grounds of objection to the transfer of any particular action must be carried in on or before the 10th inst.

THERE WAS an unusual rush of winding-up petitions in the papers of the Chancery Division judges for last Saturday—at least double the number which have come before the courts on any one petition day during many months past. This apparent anxiety may be due either to the hope that the transaction of the business may be carried out before the chief clerks, or to the apprehension that it will come before less experienced persons, or to mere accident.

BY REASON of Lord Justice BOWEN being again laid up with illness, and of the absence of the Lord Chief Justice for a similar reason or in the performance of other duties, the two divisions of the Court of Appeal are undermanned. This being so, it is understood that for a fortnight, commencing on Tuesday, the 10th inst., two of the members of the Appeal Court (Lords Justices FRY and LOPES) will assist in reducing the lists in the Probate, Divorce, and Admiralty Division. During that period three courts will sit, one for the hearing of probate actions, one for the hearing of undefended divorce causes, and one for the hearing of admiralty actions. This assistance is rendered necessary by the regretted absence of the President of the division. It is anticipated that the Lord Chief Justice will attend on Monday in Appeal Court No. 2, with Lords Justices LINDLEY and KAY, to complete the hearing of a part heard case. It is understood that on and after Tuesday next Lord Justice FRY will sit in Appeal Court No. 2 to take his part of the work of the Probate Division.

IT WOULD SEEM that the authorities responsible for the new winding-up rules (a print of which appeared in our number of last Saturday) did not think fit to furnish the judges of the Chancery Division with any information as to the date at which

the transfer of the winding-up business to Mr. Justice VAUGHAN WILLIAMS was to take effect until long after the order of transfer had been signed. The rules themselves appear to have been signed on the 6th of April, but the preliminary order of the Lord Chancellor (*ante*, p. 440), which fixes the 6th of May as the day on and after which the jurisdiction of the High Court under the Act of 1890 is to be exercised by Mr. Justice VAUGHAN WILLIAMS, bears date the 26th of March. On Saturday last, in the course of the hearing by Mr. Justice NORTH on that day of a petition under the Companies (Memorandum of Association) Act, 1890, by which Act power to confirm an alteration in a company's memorandum of association is given to "the court which has jurisdiction to make an order for winding up the company," the petitioner's counsel said that he was not certain whether the learned judge had jurisdiction to entertain the petition, for he understood that the Lord Chancellor had made an order transferring the winding-up business to Mr. Justice VAUGHAN WILLIAMS. The learned counsel said that he had been unable to discover the date at which the transfer was to take effect, because the Lord Chancellor's order had not appeared in the *Weekly Notes*. Mr. Justice NORTH said that he had only become acquainted with the order on the previous day. We are possibly not wrong in assuming that the other judges of the Chancery Division were treated with equally scant courtesy. In fact, throughout the proceedings leading up to the transfer of the jurisdiction in winding up, there appears to have been a fixed determination to keep the profession, as well as the public, in the dark until the latest possible moment. This is one—and perhaps not the least—of the evils resulting from the modern system of delegated legislation.

FROM THE REPORT which we publish elsewhere it will be seen that the Incorporated Law Society have adopted, by a considerable majority, Mr. MUXTON's resolution urging upon companies and public bodies the adoption of the provisions of the Forged Transfers Act. We hope that this, together with the numerous similar resolutions which have been passed by the provincial law societies and other bodies, will produce due effect. An attempt was made to shew that the interference of solicitors in the matter was uncalled for, but this, happily, failed. Considering the effect which the Act ought to have in increasing the security of trust investments, there is no body of persons from whom such interference could more properly come. The Act has been left optional, and hitherto there seems to have been no great eagerness to take advantage of its provisions. The more pressure, therefore, that can be brought to bear upon directors the better. The scheme is simply one for mutual insurance, and in the case of companies and public bodies whose securities are dealt with on the Stock Exchange the extent of the property involved is sufficient to afford a sound basis for this. To judge by what fell from one of the opponents of the resolution, there seems to be an impression that the effect of the Act may be to increase the number of shares on the register, and so decrease the amount of the dividend. This is a mistake. The shareholder who has been improperly deprived of his shares will be entitled, as at present, to have them restored to him, and the name of the transferee under the forged transfer will be removed from the register. For this loss compensation will be made to him in money. Such compensation will, of course, come more or less directly out of the pockets of the other shareholders, and it may affect the amount of the dividends. But the Act contemplates the creation of a compensation fund by the payment of fees by the transferee upon the registration of the transfer, and this payment would be readily borne in consideration of the increased security thereby attained. It is a mistake again to suppose that the adoption of the Act will open the way to increased fraud and negligence. In this respect it is important to notice that no remedy will be lost by the payment of compensation. It is true that the person compensated will not trouble about legal proceedings; but the company will step into his shoes, and will be better able to prosecute such proceedings effectively. This is under section 1 (5) of the Act, which provides that the company shall have the same rights and remedies against the person liable for the loss as the person compensated would have had. Moreover, it is the companies

who can best take precautions against forgery, and the adoption of the Act will serve to stimulate their efforts in this direction. But, however this may be, the facilities for fraud will certainly not be increased, while the principle of mutual insurance will prevent such grievous loss to individuals as has occurred in recent cases.

THE ARBITRATION ACT, 1889, is full of surprises, and the latest is that the Legislature have, by the first schedule to the Act, overruled the settled principle of a number of cases. The Divisional Court has just held, in the case of *Re Stephens and the Liverpool Insurance Co.* (reported elsewhere), that provision (i) of this schedule gives an arbitrator power to fix the amount of his own fees in and by his award without control by the court except in the case of his misconduct. "Since the case of *Re Coombs* (4 Ex. 839) it may be considered as settled," said WIGHTMAN, J., in *Phillips v. Eberhardt* (3 C. B. N. S., at p. 521), "that an arbitrator has no power to award himself a sum for costs." PARKE, B., in *Re Coombs*, said: "The amount of the arbitrator's own fee is to be excluded by natural justice; for it is contrary to reason that an arbitrator or umpire should be sole and uncontrolled judge in his own cause." And in *Phillips v. Eberhardt* BRAMWELL, B., said: "It is not to be intended that he is to be a judge in his own cause"; and ERLE, J., added: "The arbitrator cannot judicially decide the amount of his own fee, . . . the decision of the arbitrator on his own costs is always subject to some review, because he may not decide finally in his own favour. This amount, which is a matter in difference between him on the one side and the parties on the other, is entirely distinct from the matters in difference between the parties, which he is bound to decide finally by his award." This beneficial principle is now, however, it appears, overruled by the schedule to the recent Act. At the same time the Legislature have thought it wise that the courts should have control over the remuneration of a special referee or arbitrator where the reference is under order of a court or judge (see section 15, sub-section 3), but as was pointed out in these pages (35 SOLICITORS' JOURNAL, 63), this determination does not prevail where the reference is by consent out of court. Moreover, as the Act is retrospective, a party who has at any time entered into a submission will be held (unless the provisions of this schedule were expressly excluded—see *Re Williams and Stepney*, 39 W. R. 533) to have impliedly agreed that the arbitrator should have this uncontrolled power over his own fees. When the number of instruments which contain submissions to arbitration are considered, such as policies of fire insurance, charterparties, leases, &c.—submissions often now drawn up as simply incorporating the Arbitration Act, 1889—it becomes very necessary to remember, as was pointed out by A. L. SMITH, J., in the case in question, that if it is desired to get rid of this provision care must be taken to expressly exclude it in the submission.

THE CASE of *Re Burr*, which has been recently before the Court of Appeal on an appeal by the Board of Trade from a decision of the registrar approving a scheme of arrangement, might have involved two rather nice questions as to the proper construction of section 3 (9) of the Bankruptcy Act, 1890. Section 3 of the Act of 1890 repeals and re-enacts, with some important modifications, the provisions of section 18 of the Act of 1883, one of the objects of the new enactment being to provide against the approval of inadequate proposals. Sub-section (9) of section 3 of the Act of 1890 provides that if any facts are proved on the proof of which the court would be required either to refuse, suspend, or attach conditions to the debtor's discharge were he adjudged bankrupt, the court shall refuse to approve the proposal unless it provides reasonable security for the payment of not less than seven shillings and sixpence in the pound on all the unsecured debts provable against the debtor's estate. The strong view taken, however, by the Court of Appeal that the scheme in question ought not to be approved on the familiar grounds that it was not really in the interest of creditors, and that it was not desirable that the debtor should escape from being adjudicated a bankrupt, rendered it unnecessary for the court to settle the difficulties as to the construction of section 3 (9) of the Bankruptcy Act, 1890, which were suggested in the

course of the argument, but which were left to some future occasion for solution. The circumstances in which the Board of Trade had deemed it necessary to appeal against the registrar's decision were certainly unusual. The official receiver had reported in favour of the proposal, and, on the strength of this report, the registrar had approved the scheme. The report stated that the debtor's conduct had been such that, if he were adjudged bankrupt, he would not be entitled to an unconditional order of discharge, but it also stated that the scheme provided reasonable security for the payment of not less than seven and sixpence in the pound, and that if it were accepted two claims against the estate, amounting to a considerable sum, would be withdrawn. Certain events which happened after the approval of the scheme by the registrar shewed that an offer which had been made to purchase the assets for seven and sixpence in the pound, on the strength of which the registrar came to the conclusion that the scheme provided reasonable security for the payment of that amount, was, to quote Lord Justice Fry, "fallacious and delusive." Moreover, it appeared on further investigation that there was, to say the least, considerable doubt whether the claims which were to be withdrawn as part of the scheme could ever have been enforced against the debtor or his estate. In these circumstances the Board of Trade appealed against the registrar's order approving the proposal. A preliminary objection, taken on behalf of the debtor, that the Board of Trade were not entitled to appeal, since the official receiver had reported in favour of the proposal, was overruled, on the ground that rule 24 of the Rules of 1890 gives to the Board of Trade an absolute right of appeal from any order made on an application to approve a composition or scheme, and the court, without the least hesitation, allowed the appeal. The two questions arising as to the construction of section 3 (9) of the Act of 1890 which were referred to in the course of the argument, but which the court was not called upon to decide, were these. First, do the words "reasonable security for payment of not less than seven and sixpence in the pound" mean a security apart from, and in addition to, the estimated value of the assets, or do they simply refer to the estimated value of the assets? The words "reasonable security" would seem to be surplusage, unless they refer to a security independent of the assets. Secondly, suppose a scheme provides for the withdrawal of certain claims, and, by means of this withdrawal, security is provided for the payment of seven and sixpence in the pound to the remaining creditors, which would not be otherwise forthcoming, does such a scheme provide security for the payment of seven and sixpence in the pound "on all the unsecured debts provable against the debtor's estate"? This question, which was raised by Lord Justice Fry, was left unanswered. In the case of *Re Burr* the scheme only professed to provide security for the payment of seven and sixpence in the pound after certain claims had been withdrawn. It is difficult to see how this could be treated as a security of seven and sixpence in the pound on all the unsecured debts provable against the estate.

SECTION 116 of the County Courts Act, 1888, was considered in two recent cases in which decisions were given which merit attention. In *Cox v. Hill* (*ante*, p. 446) the question involved was whether an undersheriff, who has presided at the hearing and assessment of damages in an action of tort, has power, when less than £20 has been recovered, to certify that there was sufficient reason for bringing the action in the High Court, it being provided by the above-named section that the certificate shall be given by "a judge of the High Court." The court, in holding that the undersheriff had no power to certify, as he is clearly not "a judge of the High Court," have rendered obsolete the decision given in *Craven v. Smith* (17 W. R. 710, L. R. 4 Ex. 146), where it was held that the power to certify conferred upon "the judge" by section 5 of the County Courts Act, 1867 (30 & 31 Vict. c. 142), could be exercised by an undersheriff. It should be mentioned that the last-mentioned case was regarded as of doubtful authority even before the passing of the County Courts Act, 1888 (see Pitt-Lewis's County Court Practice, 4th ed., vol. I., p. 112), and that, in the subsequent case of *Ayres v. Lovelock* (9 W. N. 29), the court (BLACKBURN,

QUAIN, and ARCHIBALD, JJ.), apparently in ignorance of *Craven v. Smith* (*supra*) expressed great doubt as to whether the undersheriff had power to certify under section 5 of the County Courts Act, 1867, "judge" only being mentioned, and not "or other presiding officer," as in some similar enactments, and gave time to counsel to look into the authorities, with the result that counsel eventually informed the court that he found the cases to be against him, and withdrew his motion. We notice, however, that at p. 62 of Judge HEYWOOD's Annual County Court Practice for the present year it is broadly laid down, on the authority of *Craven v. Smith* (*supra*), that "the undersheriff before whom a writ of inquiry is executed can certify."

IN THE CASE of *Millington v. Harwood* (*ante*, p. 446), which is the other decision to be noticed, the question for determination was whether, when in an action of contract brought in the High Court and tried before a judge alone, a plaintiff, who has obtained judgment in his favour for £50 and costs, without any certificate that there was sufficient reason for bringing the action in the High Court, is entitled to have his costs taxed on the High Court scale, or whether the county court scale is applicable under such circumstances. The court held that the case was governed by the High Court scale, upon the ground that section 116 of the County Courts Act, 1888, which provides that a plaintiff in an action of contract who recovers over £20 but less than £50 shall get county court costs only, does not impliedly repeal or supersede R. S. C., ord. 65, r. 12, which, on this point, prescribes that a plaintiff in such an action, who recovers a sum "not exceeding £50," shall be entitled to county court costs only, unless the court or judge otherwise orders. Without venturing to dispute the correctness of this decision, it is respectfully submitted that it is somewhat difficult to reconcile the two provisions, seeing that while the Act deprives a plaintiff of High Court costs only when he recovers less than £50, the rule gives them only where over £50 is recovered. In this connection it may be mentioned that in *Barker v. Hempstead* (37 W. R. 685, 23 Q. B. D. 8) which, in the case under consideration, does not appear to have been cited, FIELD, J., in holding that a plaintiff in contract who recovers less than £50 altogether is entitled to High Court costs under section 116 of the County Courts Act, 1888, if he has obtained judgment under order 14 for a sum exceeding £20, intimated that ord. 65, r. 12, is now superseded by section 116, "which, in effect, re-enacts that rule and preserves the power of a judge to give costs on the High Court scale."

RECENT CASES AS TO THE CAPACITY AND RESPONSIBILITY OF THE INSANE.

THE decision of the Court of Appeal in *Imperial Loan Co. v. Stone* (1892, 8 Times L. R. 408) as to the contractual capacity of the insane, and the observations of Sir CHARLES BUTT in *Jarrow v. Jarrow* (1892, P. 92), and the still unreported case of *Hanbury v. Hanbury*, with reference to the plea of unsoundness of mind as an answer to the substance of a petition for divorce, form important contributions to the English lunacy law, and justify a detailed examination of the subjects to which they relate.

The course of development which the English law as to the contracts of lunatics has pursued may be stated very shortly thus: Starting with the maxim of the Roman law—*furius stipulari non potest*—which was quite unsuited to a highly developed mercantile community such as ours, it turns aside, although not with a very clear or certain current of authorities, towards the doctrine of COKE, that a man cannot be allowed to plead his own incapacity; and then wanders along through a number of exceptions and distinctions, "matters of record" and "matters in pais," "contracts executed" and "contracts executory," till it is arrested by the decision of the Court of Exchequer Chamber in *Molton v. Camroux* (2 Ex. 487, 4 Ex. 17). Prior to *Imperial Loan Co. v. Stone* the law on this subject might, with tolerable accuracy, have been summed up in the following propositions:—

1. A person is said to be of sound mind for the purpose of

making a contract if, at the time he makes it, he is capable of understanding it, and of forming a rational judgment as to its effects upon his interests (*cf.* Indian Contract Act, s. 12).

2. The mere existence of mental disease does not, therefore, destroy contractual capacity. Thus, in *Jenkins v. Morris* (1880, 14 Ch. D. 674), A. had leased a farm to B. At the date of the lease A. laboured under the delusion that the farm was impregnated with sulphur, and was anxious to get rid of it for this reason. Rational letters written by A. with reference to the lease were put in evidence, and it was proved that, in spite of his delusion, he was a shrewd man of business. The lease was held valid (*cf.* *Lightfoot v. Heron*, 3 Y. & C. 586; *Banks v. Goodfellow*, 1870, L. R. 5 Q. B. 349; *Durham v. Durham*, 1885, 10 P. D. 80).

3. A person usually of sound, but occasionally of unsound, mind may make a contract during a lucid interval. A lucid interval is the recovery of "sound mind," as explained in proposition 1 (*cf.* *Beverley's case*, 4 Rep. 123 b; *Hall v. Warren*, 9 Ves. 605; *Selby v. Jackson*, 6 Beav. 192).

4. A purely executory contract, or an agreement entered into without valuable or good consideration by a person who was of unsound mind at the date of the transaction, will not be enforced against him. But where a person apparently of sound, though really of unsound, mind, and not known to be otherwise, enters into a contract which is fair and *bona fide*, executed and complete, and the property the subject-matter of the contract cannot be restored so as to put the parties *in statu quo*, such contract cannot be afterwards set aside either by the alleged lunatic or by those who represent him. The authorities for the first part of this proposition are of somewhat respectable antiquity, and are by no means conclusive (*cf.* *Palmer v. Parkhurst*, 1 Ch. Cas. 112; *Clerk v. Clerk*, 2 Vern. 413). But it seems to have been treated as sound *ex concessis* in *Molton v. Camroux* (1848, 2 Ex., at p. 496), and to have received distinct judicial confirmation in *Elliot v. Ince* (7 De G. M. & G., at pp. 475 and 488). For the second part of the proposition *Molton v. Camroux* is an unquestioned authority. It was an action for money had and received, brought by the administratrix of the grantee of two annuities against the secretary of a company which had granted them to recover back the consideration money, on the ground (so far as is material for our present purpose) that the grantee was a lunatic and incapable of contracting. A special verdict was returned in the following terms:—"That at the time of the granting of the annuities and the payment of the consideration money [the grantee] was a lunatic and of unsound mind, so as to be incompetent to manage his affairs, but of this the society had not at the time any knowledge; that the purchasing of the annuities was in the ordinary course of business; that they were fair and *bona fide* transactions; and that the grantee appeared to the society to be of sound, though he was then in fact of unsound, mind." Upon these facts the Court of Exchequer, whose judgment was affirmed on appeal by the Court of Exchequer Chamber, held that the transaction was not void at law, so as to enable the representative to recover back the premiums paid for the annuities in question. "We are not," said POLLOCK, C.B. (2 Ex., at p. 502), "disposed to lay down so general a proposition as that all executed contracts *bona fide* entered into must be taken as valid, though one of the parties be of unsound mind"; his lordship then proceeded to lay down the law as we have stated it above. In the Court of Exchequer Chamber (1849, 4 Ex., at pp. 19, 20) Mr. Justice PATTERSON expressed the opinion that the authorities fully established the limited doctrine stated in the court below, and said, "The modern cases shew that when [the unsound] state of mind was unknown to the other contracting party, and no advantage was taken of the lunatic, the defence cannot prevail, especially where the contract is not merely executory, but executed in the whole or in part, and the parties cannot be restored altogether to their original position."

5. Contracts for necessities are (*semble*) in the same position, and subject to the same rules, as other contracts entered into by a lunatic (*cf.* *Baxter v. Portsmouth*, 7 D. & R. 614, *Re Weaver*, 21 Ch. D. 619, 620).

6. The contracts of a lunatic are not void, but voidable at his option (*cf.* *Matthews v. Baxter*, L. R. 9 Ex. 132).

To this statement of the law the judgment of the Court of

Appeal in *Imperial Loan Co. v. Stone* (*ubi sup.*) seems to have added both a rider and a qualification. The plaintiffs sued to recover the balance due upon a promissory note signed by the defendant as surety. The defendant pleaded that when he signed the note he was, as the plaintiffs well knew, of unsound mind, and incapable of understanding what he was doing. At the trial before Mr. Justice DENMAN the jury found that the defendant was not of sane mind at the critical time, but could not agree as to whether or not the plaintiffs were aware of the fact. Thereupon Mr. Justice DENMAN gave judgment for the defendant, being of opinion that the *onus* lay upon the plaintiffs to prove that they did not know the defendant to be of unsound mind. This decision has, however, been reversed by the Court of Appeal, whose judgment was delivered by Lord ESHER, M.R. "If we went through all the cases," said his lordship, "and endeavoured to point out the grounds on which they rest, one would get into a maze. The time has come when this court must lay down the rule. In my opinion the result of the cases is this: when a person enters into a contract and afterwards alleges that he was insane at the time he entered into the contract—I mean an ordinary contract—that he did not know what he was doing, and proves that this was so, by the law of England that contract is as binding upon him in every respect—whether executed or executory—as if he were sane, unless he can prove that, at the time he made the contract, the plaintiff knew that he was insane, and so insane as not to know what he was about." The obvious effects of this judgment are (1) to settle the *onus probandi* under *Molton v. Camroux*; and (2) to sweep away the distinction between executed and executory contracts which has so long perplexed students of the older case law relating to the contractual capacity of the insane.

The question how far insanity is a defence to a petition for divorce on the ground of adultery was raised for the first time in the unreported case of *Walford v. Walford*, and has recently been discussed in *Jarrow v. Jarrow* and *Hanbury v. Hanbury*. We shall merely indicate the views that the learned President of the Probate, Divorce, and Admiralty Division seems to have expressed. 1. In *Jarrow v. Jarrow* it was alleged, and appears to have been proved, that the respondent laboured under an insane delusion that her husband was endeavouring to poison her, and committed adultery in order that the marriage tie between them might be judicially severed. Sir CHARLES BUTT held that, as she knew "the nature, quality," and legal consequences of her act, she was responsible within the meaning of *Reg. v. McNaghten* (10 Cl. & Fin. 200). From this decision it follows that in his lordship's opinion (a) the rules in *McNaghten's case* furnish the test for the determination of responsibility in the class of cases under consideration, and (b) these rules are to be interpreted strictly, and not in the broader and more liberal spirit advocated by Sir JAMES STEPHEN during both his forensic and his judicial career. 2. In *Hanbury v. Hanbury* Sir CHARLES BUTT is reported to have said, in substance, that permanent insanity alone would constitute a defence to a charge of matrimonial misconduct. We venture, with great respect, to submit that the distinction here drawn between permanent and recurrent or temporary insanity has no basis either in logic or in authority, and we say this with the more boldness because the test of Mr. HANBURY's responsibility which the learned judge himself ultimately stated to the jury was whether he knew "the nature and consequences of his acts" at the time when he committed them. The rules in *McNaghten's case* themselves, however, stand in instant need of judicial revision, and if DEXING's counsel can persuade the Privy Council that the issue raised by his conviction is one of "substantial and general importance" within the *ratio decidendi* of *Attorney-General of New South Wales v. Bertrand* (1867, L. R. 1 P. C. 530) and kindred cases, the attitude which English law is henceforward to assume towards the labours of the great Italian criminalists may, perhaps, be more precisely defined.

THE LIABILITY OF AUCTIONEERS FOR CONVERSION OF GOODS.

I.

WE have already referred (*ante*, p. 321) to the recent decision of COLLINS, J., in *Consolidated Co. v. Curtis* (40 W. R. 426) as to

the liability of auctioneers to the true owners of goods improperly sold by them, but the question is one of some interest, and will perhaps repay further consideration. The claim against the auctioneers is, of course, based upon a wrongful conversion of the goods, and a term is thus introduced which has caused frequent controversy. "I am never very confident," said Lord BRAMWELL, in *National Mercantile Bank v. Rymill* (44 L. T. 767), "as to what is or is not conversion"; and in *Burroughes v. Bayne* (5 H. & N. 296, at p. 308) he remarked that no one could undertake to give a definition of it. The gist of the matter is, however, that a stranger has used or disposed of the goods in such a manner as to interfere with the full exercise by the owner of his rights of ownership. "Any asportation of a chattel for the use of the defendant (in trover) or a third person amounts to a conversion, for this simple reason, that it is an act inconsistent with the general right of dominion which the owner of the chattel has in it, who is entitled to the use of it at all times and in all places" (*per* ALDERSON, B., in *Fouldes v. Willoughby*, 8 M. & W., at p. 548). And the act in question must be more than a mere assumption of ownership not involving any actual control of the goods. Thus, a sale of goods does not amount to conversion unless it is followed by delivery of possession: *Lancashire Wagon Co. v. Fitzhugh* (6 H. & N. 502). Neither the title of the true owner nor his enjoyment of his rights is thereby affected. To constitute conversion there must be some actual intermeddling with the property in derogation of such rights.

But while this is clear, it is not so easy to define exactly what kind of intermeddling will make a defendant liable. A statement that any intermeddling with the goods by a person who has no right to the possession of them amounts to a conversion would, of course, be too general, though MARTIN, B., seems to have gone somewhere near it in ascribing this effect to any wrongful intermeddling: *Fowler v. Hollins* (L. R. 7 Q. B. 616, at p. 634). As was pointed out by BRAMWELL, B., in *Burroughes v. Bayne* (*supra*) it certainly is not every detention of goods, although there is no right to detain them, that is a conversion. The finder of goods, for instance, is not bound to give them up to the owner immediately upon a claim being made by the latter. He may take a reasonable time to ascertain whether the claimant is entitled, and under such circumstances the detention, although an interference with the dominion of the owner, is excused if not justified: *per* BLACKBURN, J., in *Hollins v. Fowler* (L. R. 7 H. L., at p. 766). And so, too, the finder is justified in taking steps for the protection and safe custody of the goods till he discovers the true owner, and it is no conversion if he removes them to a place of safety. Clearly, then, some limitation must be put upon the general statement that any intermeddling with the goods is a conversion, and the most obvious way of doing this is to say that the goods must be actually dealt with, or there must, at least, be an intention to deal with them, to the use of the defendant or of some person other than the true owner. "It is a proposition familiar to all lawyers that a simple asportation of a chattel, without any intention of making any further use of it, although it may be a sufficient foundation for an action of trespass, is not sufficient to establish a conversion. . . . It has never yet been held that the single act of removal of a chattel, independent of any claim over it, either in favour of the party himself or anyone else, amounts to a conversion of the chattel" (*per* Lord ABERNETHY in *Fouldes v. Willoughby*, *supra*, at pp. 544, 547).

This, however, would still leave guilty of conversion any person who, whether as principal or agent—for there is no distinction in favour of agents: *Stephens v. Elwall* (4 M. & S. 259)—has in fact intermeddled with the goods in a manner definitely derogatory to the rights of the true owner, whether he was aware of such rights or not. It would include, for instance, any person who, however innocently, assists in the transfer of goods to a person other than the true owner, unless this is by way of temporary custody only. It is true that the case of carriers has been excepted on the ground of the duties incident to their trade as a public calling. They are bound to receive and forward goods delivered to them for transit, and they are not liable for a conversion until they have notice of the title of the true owner and refuse to recognize it (*see per* MARTIN, B., L. R. 7 Q. B., at p. 632). And in *Greenway v. Fisher* (1 C. & P. 190) the same principle was extended, though with

doubtful correctness, to the case of a packer. He had dealt with the goods in the ordinary course of trade indeed, but this was at his own option, and he might have refused to touch them.

But further qualifications of the general definition of conversion, which would cover these and similar cases, have been proposed. In *Hollins v. Fowler* (*supra*) BLACKBURN, J., suggested that anyone dealing with the goods at the request of the person who has the actual custody of them, in the *bona fide* belief that such person is the true owner, or has the authority of the true owner, should be excused if the dealing was of such a nature that it would be excused if the person in possession was the finder of the goods, or intrusted with their custody. The effect of this is obvious. The finder of the goods or the bailee may move them about from place to place with a view to their safe custody, and the carriers, packers, and others assisting in such removal would not be liable, nor would the warehouseman who receives the goods, and afterwards gives them back to the person who has deposited them. But a delivery of the goods which clearly, and to the knowledge of all parties concerned, has the effect of putting them out of the control of the deliverer, such as a delivery in pursuance of a contract of sale, stands upon a different footing. If he is a mere finder or bailee he has no business so to part with the goods, and both he himself and the persons assisting him are liable for a conversion. Hence Lord ESHER, then BRETT, J., having special regard to such a transfer of possession, has insisted that the qualification ought to be carried a step further. In his view, as stated in *Fowler v. Hollins* (L. R. 7 Q. B., at p. 630; L. R. 7 H. L., pp. 782-4), the transfer, to amount to a conversion, must be made with a view to changing the property in the goods. In the Exchequer Chamber he said: "The true proposition as to possession and detention and asportation seems to me to be that a possession or detention which is a mere custody or mere asportation, made without reference to the question of the property in goods or chattels, is not a conversion." And in advising the House of Lords: "I am still of opinion that a possession or detention which is a mere custody or mere asportation, made without reference to the question of property in chattels, is not a conversion."

And the qualification thus suggested is more extensive than may at first sight appear. It supposes that a transfer made with reference to the question of property, and which therefore constitutes a conversion, is one by which the property is intended to pass. If, then, by a previous contract, the property has been already supposed to pass, and indeed would have passed but for the fact that the goods do not belong to the person assuming to deal with them, a subsequent transfer, with the intent of putting the new claimant in possession, would not, for the purpose of the qualification in question, be made with reference to the property. In *Hollins v. Fowler* the contract was made by a broker who subsequently took delivery of the goods to himself and passed them on to his principals. Lord ESHER was of opinion that the contract, being made by a mere agent, was not a conversion, and that the subsequent intermeddling with the goods had no reference to the title. "If any property in this cotton could have passed, it would have passed by the contract, and not by the subsequent forwarding (L. R. 7 H. L., at p. 779). And elsewhere he referred to the removal of the goods as "a simple asportation made without intent to interfere in any manner with the title or ownership in the cotton." In a sense, of course, this was so. If the ownership was supposed to have been already transferred, then the delivery of possession could not have been made with the intention of affecting it. At the same time such delivery was intended to carry into effect the supposed transfer of property, and might not unnaturally have been said to have been made with reference to the title. However, the material point is that Lord ESHER considered that a delivery of possession would only amount to a conversion when it was intended thereby to affect the property in the goods as distinguished from the mere possession. Even so, he was of opinion that an auctioneer would be liable though a broker was not. A delivery by the former, he said, is a delivery with intent to pass the property, and indeed, with the single exception of *Turner v. Hockey* (56 L. J. Q. B. 301), there seems to be no authority for excusing an auctioneer. This, and the other recent cases specially affecting the question, we propose to consider next week.

REVIEWS.

BOOKS RECEIVED.

Clarendon Press Series. The Contract of Sale in the Civil Law. With References to the Laws of England, Scotland, and France. By J. B. MOYLE, D.C.L., Barrister-at-Law. Oxford, Clarendon Press.

Redress by Arbitration. A Digest of the Law Relating to Arbitrations and Awards. Second Edition. Incorporating the Arbitration Act of 1889, and the Decisions of the Courts Thereon. By H. FOULKS LYNCH, Solicitor. Eppingham, Wilson & Co.

CORRESPONDENCE.

THE LAW OF EVIDENCE IN SHORTHAND.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your article on this subject, I would call your attention to one or two matters which seem to me of importance. It is somewhat difficult to follow the decisions on the point. In *Biggby v. Dickinson* (4 Ch. D. 24) the costs of the shorthand notes of the evidence were allowed, but in *Kirkwood v. Webster* (9 Ch. D. 240) they were not allowed. In *Re Caerphilly Co.*, *Pearson's case* (25 W. R. 618) they were allowed, while in *Ashworth v. Outram* (9 Ch. D. 483) they were disallowed, and so on throughout a long list which could be given.

But in *Lyell v. Kennedy* (14 App. Cas. 437) you will find (at p. 464) that the defendant was ordered by the House of Lords to pay the costs of the shorthand writer's notes of the evidence at the trial. That is all that appears in the report, but I have before me the transcript of the discussion in the House of Lords on the subject. Lord Selborne said: "The case is one in which we could not possibly have proceeded to judgment without that particular assistance which the shorthand writer's notes of the evidence gave." The Lord Chancellor said, although part of the litigation could have been conducted without the shorthand writer's notes of the evidence, yet, "considering the questions of fact which were raised, the House would have had no opportunity, indeed no possibility, of deciding without the shorthand writer's notes."

You also refer to the case of *Hilleary v. Taylor*, but unfortunately neither in the WEEKLY REPORTER (35 W. R., pp. 365, 705), nor in the *Law Reports* (36 Ch. D. 262) is there a report of what took place during the discussion in the Court of Appeal. Among the cases cited were *Blyth v. Fenshaw* (10 Q. B. D. 207) and *Broad v. Broad* (15 Q. B. D. 252), and this is what Bowen, L.J., said during the argument in *Hilleary v. Taylor*:—"When a solicitor goes down to *nisi prius* is he never to have so much discretion intrusted to him as to be able to spend a guinea in directing a shorthand writer straight off to take a note? As happens in 99 cases out of 100 he cannot ask the client for authority. Supposing there was an argument *in banc* afterwards, suddenly the solicitor discovers that it is most important that there should be a note taken of the summing up or judgment, it is surely within his reasonable discretion to say to a shorthand writer, 'Take a note of this, but do not transcribe it till I have seen the client.'"

A great many instances could be given shewing the difference of opinion that exists on the subject of shorthand notes. Some judges ask if a shorthand note is being taken, other judges take full notes themselves. In *Orr Ewing & Co. v. Johnston & Co.* (13 Ch. D., at pp. 450, 451, 465) the court said the judge's notes might be supplemented, if required, by reference to the shorthand notes. See *Ex parte Steed, Re Day* (33 W. R. 80), where Cave, J., said it is undoubtedly the primary duty of the court to take a note; but in *Nordenfellt v. Gardner and the Gardner Gun Co.* Mr. Baron Huddleston (although he refused to make any order with reference to the shorthand notes) said after the case had lasted eleven days: "If I had been obliged to take a note of the whole of the evidence this case would have lasted as long again as it has . . . and the result of my experience in this case is . . . that taking shorthand notes saved certainly half the time."

With regard to the remarks made in *Earl de la Warr v. Miles*, it may be pointed out that the shorthand writers are constantly changed during the progress of the proceedings in committees of the Houses of Parliament: in commissions and in long and complicated cases, e.g., patent cases; indeed the work could not be done, in the limited time, in any other way.

Your article deals with evidence only, and I do not, therefore, trouble you with remarks on the distinction sometimes drawn between judgment and summing up.

The question of introducing the Scotch system into England will require, and will no doubt receive, careful consideration. It is doubted whether time or expense would be saved; and it would, I think, lead to interruptions to which the English courts are not accustomed.

Before a joint committee of both Houses of Parliament in 1888 evidence was given on some of these points by the Lord Chancellor and other witnesses which seems well worth considering.

In the meantime it may be mentioned that shorthand has been recognized in proceedings in Parliament, in bankruptcy, and in company liquidation (Winding-up Act and Rules, 1890). On the other hand, as regards courts of justice, shorthand occupies a somewhat unsatisfactory position. To meet the various difficulties that have arisen from time to time, experience suggests that a rule of court be made that a shorthand note should be taken in every case of the evidence and judgment, and that if a transcript be required it be paid for by the person ordering the same in the first instance. The question was discussed at the first International Shorthand Congress held in London in 1887, and will be found in the "Transactions" (London, 1888).

MATTHIAS LEVY.

5, Mitre-court, Fleet-street, May 2.

THE INSTITUTE OF SECRETARIES.

[To the Editor of the Solicitors' Journal.]

Sir,—Great prominence is being given just now to the Institute of Secretaries, which has been established at Dashwood House, London. Many accountants, both incorporated and chartered, are members of it, having by its means two strings to their bow, and there seems, therefore, no reason why members of the legal profession should not be members of the institute too. The duties required to be performed are equally within the scope of legal practitioners as any other professional men, and, in the present overcrowded state of the law, such an opening as this will no doubt be welcome to many of the younger men now being admitted. Too much legal business has been lost already to permit of such useful opportunities being overlooked when obtainable.

A MANCHESTER SOLICITOR.

CASES OF THE WEEK.

Court of Appeal.

CASTLEGATE STEAMSHIP CO. v. DEMPSEY AND OTHERS—No. 1, 3rd March.

SHIP—CHARTER-PARTY—DELAY IN UNLOADING—CARGO "TO BE DISCHARGED WITH ALL DESPATCH, AS CUSTOMARY"—DELAY OCCASIONED BY STRIKE OF DOCK LABOURERS—LIABILITY OF CHARTERERS.

Action by shipowners against charterers to recover damages for delay in unloading occasioned by a strike of dock labourers. The charter-party provided that the ship was to load a cargo of deals and to "proceed to Garston, and deliver the cargo, as customary, on being paid freight, &c. . . to be discharged with all despatch, as customary, and ten days on demurrage over and above the said lying days, at sixpence per net register ton per day . . . the vessel to discharge in a dock and berth as ordered by charterers or their agents." At Garston the dock-owners, the London and North-Western Railway Co., according to custom, did the work of discharge both for the shipowner and for the charterer. When the ship arrived at Garston a strike of the dock labourers occasioned a delay of four days in unloading. Wright, J., held that the charterers were liable for this delay, and gave judgment for the plaintiffs (40 W. R. 335). The defendants appealed. The following cases were referred to:—*Nelson v. Dahl* (28 W. R. 61, 12 Ch. D. 568), *Ford v. Cotesworth* (18 W. R. 1169, L. R. 5 Q. B. 544), *Postlethwaite v. Freeland* (27 W. R. 568, 4 Ex. D. 155; in H. L., 28 W. R. 833, 5 App. Cas. 599), *Budgett v. Binnington* (39 W. R. 131; 1891, 1 Q. B. 35), *Hick v. Rodocanachi* (40 W. R. 161; 1891, 2 Q. B. 626), *Dunlop v. Balfour* (40 W. R. 371; 1892, 1 Q. B. 507), *Good v. Isaacs & Sons* (ante, p. 396), *Wyllie v. Harrison* (13 Ct. of Sess. Cas., 4th series, 92).

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) allowed the appeal.

LORD ESHER, M.R., said that the question turned upon the construction of the charter-party. If according to its true construction the time for unloading was either expressly or by necessary implication fixed, then there could be no doubt that the charterers would have to pay for detention beyond that fixed time. Was, then, the time for unloading fixed by the charter-party? If the case depended solely upon the words "to be discharged with all despatch, as customary," then a judicial construction had been placed upon those words in the case of *Postlethwaite v. Freeland*. The words in that case were, "to be discharged with all despatch, according to the custom of the port." The words in the present charter-party, "as customary," meant as customary according to the custom of the port of discharge. Therefore the words were equivalent to the words in *Postlethwaite v. Freeland*. That case determined that those words referred to the mode and not the time of discharge. Those words, therefore, standing alone did not fix the time for unloading. It was said that two circumstances in this charter-party gave those words a different meaning. The first circumstance was the words immediately following, "ten days on demurrage over and above the said lying days," and as demurrage days in the proper sense could only follow upon a fixed number of lay days, it was contended that the lay days were fixed here by the preceding clause. The words "ten days on demurrage" could not be con-

strued in its strict sense, and could not alter the true meaning of the preceding words. The next circumstance was that in the earlier part of the charter-party the words, "and deliver the cargo as customary" occurred, which related to the mode of discharge, and it was urged that the later words must mean something different. That, however, was not so. The later words were an amplification of the earlier words; they added something, "with all despatch," to the earlier words. The time for unloading, therefore, was not fixed by the charter-party, and the ship must be unloaded within a reasonable time. The authorities shewed that that meant a reasonable time in the actual circumstances as they existed. It was contended that it meant a reasonable time in the ordinary circumstances of the port as they usually existed. The authorities, however, said in the actually existing circumstances. But even if that were not so, in this case the custom was for the dock company to discharge the ship, and therefore to do the shipowners' work. The dock company's servants struck work. Therefore the circumstance causing the delay arose out of the ordinary custom of the port. Either way, the shipowners could not recover. The recent case of *Good v. Isaacs & Sons* also supported this view. Judgment must therefore be entered for the defendants.

FRY, L.J., concurred. The question turned upon the meaning of the words, "to be discharged with all despatch as customary." In *Dunlop v. Balfour* "as customary" was held to mean "in the customary manner." They primarily referred to manner, though they were not disconnected with time. The words, in his opinion, meant, to be discharged in the customary manner and with all reasonable despatch under the actual circumstances, the custom of the port being one of those circumstances. That construction was in accordance with *Postlethwaite v. Freeland*. Nor did the earlier words in the charter-party, "and deliver the cargo as customary," alter the construction, because the two clauses ought to be read as referring to the same thing. Again, the demurrage clause, in speaking of "the said lying days," only meant to refer to the days for the discharge of the ship with all despatch in the customary manner. That being so, this was not one of that class of cases which defined the time of discharge by direct reference. The shipowners were, therefore, not liable for the delay. This conclusion, moreover, was reasonable. It would be most unreasonable to assume that a charterer had taken upon himself a liability for delay arising from a circumstance beyond his control, unless indeed he had expressly agreed to that effect.

LOPES, L.J., concurred.—COUNSEL, *Barnes, Q.C., and Pickford; Kennedy, Q.C., Joseph Walton. SOLICITORS, Maples, Teesdale, & Co., for Leitch, Dodd, Bramwell, & Bell, North Shields; Wynne, Holme, & Wynne, for Forshaw & Hawkins, Liverpool.*

[Reported by W. F. BARRY, Barrister-at-Law.]

REG. v. JUSTICES OF SURREY—No. 1, 2nd May.

HIGHWAY—STOPPING UP AND DIVERTING—POSTING OF NOTICES—HIGHWAYS ACT, 1835 (5 & 6 WILL. 4, c. 50), s. 85.

This was an appeal from a judgment of a divisional court ordering a *mandamus* to issue to the justices of Surrey in quarter sessions to enrol a certificate of two justices of the county for stopping up and diverting a highway under sections 84 and 85 of the Highways Act, 1835. The highway in which the diversion was to be made was a lane leading from a high road called Pitland-street at a place called Felday to a high road leading from Abinger to Leith Hill. The lane joined the last-mentioned high road at a point called Wilcox Corner. A resolution was duly passed at a meeting of the vestry of the parish of Abinger for the stopping up that part of the lane which lay between a place called Parkhurst and Wilcox Corner, and the substituting instead thereof a new road from Parkhurst to a point on the Abinger-road nearer to Abinger than Wilcox Corner. A view of the place in question was taken by two justices, and the notices required by section 85 of the Highways Act, 1835, were posted at Parkhurst and Wilcox Corner, and also at the point where the proposed new road was to join the Abinger-road. The two justices issued their certificate in accordance with the resolution of the vestry. When the application was made to the quarter sessions to enrol the certificate, objection was taken that a notice ought also to have been posted at Felday. The justices upheld this objection, and on this ground refused to enrol the certificate. Section 85 of the Highways Act enacts that the notices are to be affixed "at the place and by the side of each end of the said highway from whence the same is proposed to be turned, diverted, or stopped up." The party at whose instance the resolution had been passed obtained an order *nisi* for a writ of *mandamus* commanding the justices to enrol the certificate. The order *nisi* was made absolute by Cave and Collins, JJ. From this decision an appeal was now brought by the justices and two interested persons. It was argued on their behalf that section 85 meant that notices were to be posted at each end of the highway which was to be dealt with, not at each end of the part to be diverted, and therefore a notice ought to have been posted at Felday. The case of *Reg. v. Justices of Surrey* (L. R. 5 Q. B. 466, 18 W. R. C. L. Dig. 48) was cited.

THE COURT (Lord Esher, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., said the thing desired to be done was to stop up the old road between Parkhurst and Wilcox Corner on the Abinger-road, and to give instead of that old road a new road running from Parkhurst to another point on the Abinger-road. The proposed diversion had nothing to do with the piece of road between Felday and Parkhurst. In his opinion the proper places to post the notices were Parkhurst and Wilcox Corner, and perhaps also the new point on the Abinger-road. The notices, therefore, had not been wrongly posted.

FRY, L.J., said that in section 85 the words "at the place and by the side of each end of the said highway" were all governed by the words "from whence the same is proposed to be turned, diverted, or stopped up." The

words "by the side of" merely shewed that the notices were to be posted, not on the highway, but at the side of it. The section meant that the notices were to be posted by the side of the highway at the two ends of the part of the highway which was to be diverted.

LOPES, L.J., concurred.—COUNSEL, *Horace Avery; R. M. Bray. SOLICITORS, E. W. & R. Oliver; E. R. Keele, for Down, Scott, & Down, Dorking.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

FERGUSON v. KOOTENAY SMELTING AND TRADING SYNDICATE—No. 2, 4th May.

PRACTICE—SECURITY FOR COSTS—PLAINTIFF RESIDENT OUT OF THE JURISDICTION—UNSATISFIED JUDGMENT IN ANOTHER ACTION AGAINST THE DEFENDANT.

This was an appeal from an order of Stirling, J., discharging an order in chambers for security of costs. The plaintiff was resident out of the jurisdiction at Guelph, in Canada, and G. T. Orton, one of the defendants in the action, was a holder of shares in the defendant company—The Kootenay Smelting and Trading Syndicate. The plaintiff had, on the 17th of January, 1890, recovered judgment against Orton in the High Court of Justice, Chancery Division, of Ontario, under which Orton was liable to pay the plaintiff the sum of 3,539.88 dols. and interest at 7 per cent. from the 7th of February, 1890. The judgment not being satisfied, and the plaintiff pressing for satisfaction, Orton agreed by letter, dated the 21st of July, 1891, to assign the shares and stock which he held in the company to the plaintiff to secure the payment of the judgment debt and costs, and in consideration of such agreement the plaintiff delayed proceeding under the judgment according to the agreement. Orton did not transfer the stock and shares to the plaintiff as agreed, who thereupon brought the present action for specific performance by Orton of the agreement to transfer, and to restrain the company from registering a transfer to other persons to whom Orton had professed to transfer the stock and shares. Orton made an interlocutory application in chambers and obtained an order on the 28th of March against the plaintiff for security by bond in the penalty of £100 for costs of the action, the judge considering that, inasmuch as the Canadian proceedings appeared to be in the nature of foreclosure, there was a distinction between the present case and *Re The Contract and Agency Corporation* (57 L. J. Ch. 5, 36 W. R. Dig. 54), on which the plaintiff relied. On the 8th of April Stirling, J., discharged the order of the 28th of March, considering that the Canadian judgment, being unsatisfied, was for the present sufficient security; but "without prejudice to any application that might be made in case costs should thereafter have been incurred exceeding the sum of three thousand five hundred dollars due on the judgment dated the 17th of January, 1890, made by the High Court of Justice for the Province of Ontario, Chancery Division, or in case the moneys due under the said judgment should have been paid." Orton appealed from the order of the 8th of April.

THE COURT (LINDLEY and KAY, L.JJ.) dismissed the appeal. LINDLEY, L.J., said that he was not prepared to disturb the order which Stirling, J., had made discharging the order for security for costs. The case was a curious one. In 1890 there had been judgment recovered in a foreclosure action in Canada which had been brought at the instance of Ferguson, who was the plaintiff in the present action. Under the order made in that action Orton and two other persons were to pay to Ferguson a certain sum of money. The money that Orton was to pay not being paid, an agreement was come to that Orton should transfer the stocks and shares which he held in the defendant company to Ferguson, and this action was to enforce the performance of that agreement. The order made by Stirling, J., on the 8th of April was very carefully worded, and in his lordship's opinion it met the circumstances of the case and must be affirmed, and the appeal must be dismissed.

KAY, L.J., concurred.—COUNSEL, *E. F. Ball; J. G. Butcher. SOLICITORS, R. A. Daniell; Foss & Ledam.*

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Chancery Division.

Re THE RELIANCE PERMANENT BENEFIT BUILDING SOCIETY—Chitty, J., 29th April.

BUILDING SOCIETY—WINDING UP—ADVANCED, UNADVANCED, AND PREFERENCE SHAREHOLDERS—LIABILITIES OF SHAREHOLDERS INTER SE—LOSSES—CONTRIBUTION.

This was a point arising on the construction of the rules of a building society registered under 6 & 7 Will. 4, c. 32, but not incorporated under the Building Societies Act, 1874 (37 & 38 Vict. c. 42). The members were divided into three classes—viz., advanced, unadvanced, and preference shareholders. The rule providing for the issue of preference shares was as follows:—"XIX.—(1) The board of directors may issue preference shares of the value of £5 each bearing a guaranteed rate of interest. The amount of such preference shares shall be fully paid up on the certificate being issued. (2) Members holding preference shares shall not, in respect thereof, be liable to contribute to the expenses or losses of the society, nor shall they participate in the profits thereof, hold office, or vote. (3) Preference shares shall be withdrawn on the holder thereof giving to or receiving from the society such notice in writing to do so as the certificate of such shares shall provide. Notice from the society to be signed by two or more of the directors and the secretary." A preference share certificate stated that the holder was entitled to all the benefits and exemptions contained in the rules; that the full amount of preference shares would be paid six months after notice, with interest, and that the holders were not liable to

contribute to the expenses of the society. The society was now in liquidation. The assets were more than enough to pay the outside creditors, but not sufficient to pay the preference shareholders in full, and the present application raised the question whether the advanced and unadvanced members were bound to provide the balance required to pay all the preference shareholders in full in accordance with the rules under which such shares had been issued. Counsel for the preference shareholders claimed that they were in the position of debenture-holders without a charge, and were entitled to be paid in full. Counsel for the advanced and unadvanced shareholders contended that the rules merely exempted the preference shareholders from actual contribution to losses or expenses—i.e., from any further payment beyond the £5 already paid, but contained no guarantee against their suffering a loss of all or any part of the value of their preference shares.

CHITTY, J., held that the preference shareholders were not liable to contribute to expenses or losses either by way of payment or by deduction from the amount already paid by them in respect of their shares, but were entitled to repayment of such amounts in full, with interest at £5 per cent. per annum to the date of actual payment. That the whole of the losses must be borne by the advanced and unadvanced shareholders in fair proportions, the unadvanced being liable to contribute by way of deduction from their shares, and the advanced by way of further payment on redemption.—COUNSEL, *Byrne, Q.C., and Colt; Farwell, Q.C., and H. Greenwood; Lett, Q.C., and W. Baker.* SOLICITORS, *Nash, Field, & Withers, for Hoyle, Shipley, & Hoyle, Newcastle-on-Tyne; T. W. Rossiter; Pyke & Parrott, for Joel & Parsons, Newcastle-on-Tyne.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re WILLIAMS, MORGAN v. WILLIAMS—North, J., 30th April.

TRUSTEE—RIGHT TO CHARGE TRUST ESTATE FOR GOODS SUPPLIED—TRUSTEE CANNOT CHARGE PROFIT ON GOODS OF HIS OWN MANUFACTURE SUPPLIED TO THE TRUST ESTATE.

This was a summons raising the question whether a trustee could be allowed a profit upon beer brewed by himself which he had supplied to the trust estate when carrying on the testator's business as trustee.

NORTH, J., said by way of instruction to the chief clerk, that in cases where the trustee had supplied beer brewed by himself, he must shew what was a fair allowance to be made to him in respect of the cost of such goods, including a fair proportion of establishment charges, and including the brewery as part of his capital. No order was drawn up.—COUNSEL, *Cozens-Hardy, Q.C., and C. Maclaren; Everitt, Q.C., and T. R. Warrington.* SOLICITORS, *Ashurst & Morris; Cunliffe & Davenport.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

WORLEY v. VESTRY OF ST. MARY ABBOTT, KENSINGTON—North, J., 29th April.

METROPOLIS MANAGEMENT ACT, 1862 (25 & 26 VICT. c. 102), ss. 74, 75—LONDON COUNTY COUNCIL (GENERAL POWERS) ACT, 1890—LINE OF BUILDINGS—VACANT GROUND—BUILDINGS PULLED DOWN AND SITE THROWN INTO A GARDEN—INJUNCTION—JURISDICTION.

This was a motion for an injunction to restrain the vestry from acting upon a certificate of the architect of the London County Council requiring the building line of certain houses now in course of erection by the plaintiff to be thrown back and from interfering with the plaintiff's buildings. The subject-matter of the action is the ground on the south side of Kensington-road situated at the back of what is now Kensington-court, facing Kensington-gardens, and bounded on the west by the road intersecting Kensington-road and leading into Kensington-court, and on the east by the London and County Bank. In 1873 this ground was originally occupied by two old houses and gardens, Colby House and Kensington House. Colby House had wings projecting somewhat beyond the line of buildings of High-street. In 1873 Baron Albert Grant acquired the site, and threw into the road the projecting portion of the site of Colby House. The remainder of the sites of Colby House and Kensington House was made into a portion of the garden of the mansion which Baron Grant was erecting for himself at Kensington, known as Kensington House, and which was never actually occupied. A lodge of one story was erected abutting on the street. In 1880 Baron Grant's house was pulled down. The London and County Bank was erected at the east end of the site in a line with High-street, and at its western extremity a new street, Kensington-court, was made. To the west of Kensington-court new buildings were erected on a line further back than the bank and High-street. Mr. Worley, the plaintiff, who had taken a building lease of the land between Kensington-court and the bank, had commenced erecting buildings upon it in a line with the bank. On the 8th of March, 1892, the architect of the London County Council made a certificate (purporting to act under the Metropolis Management Amending Act, 1862, s. 75) which found that the building line of the plaintiff's property was level with the buildings to the west of Kensington-court, and, therefore, farther back than the line of the bank and Kensington High-street. The vestry served notice upon the plaintiff to put his building back in accordance with the architect's certificate. The plaintiff appealed against the certificate to the tribunal constituted for the purpose by the London County Council (General Powers) Act, 1890. He also instituted the present proceedings, pending which the hearing of the appeal to the special tribunal was postponed. The action now came on in the form of an interlocutory motion, but, there being no facts in dispute, it was treated by the parties as the hearing of the action. The question was whether section 75 of the Metropolis Management Amending Act, 1862, applied to the present case. It is settled law that, if section 75

applies, the architect's decision is final, except for the appeal to the tribunal constituted by the Act of 1890. The material part of section 75 of the Metropolis Management Act, 1862, is as follows:—"No building, structure, or erection shall, without the consent of the Metropolitan Board of Works, be erected beyond the general line of buildings in any street, place, or row of houses in which the same is situate, in case the distance of such line of buildings from the highway does not exceed fifty feet, . . . notwithstanding there being gardens or vacant spaces between the line of buildings and the highway, such general line of buildings to be decided by the superintending architect of the Metropolitan Board of Works for the time being." It was contended on behalf of the plaintiff that he was building upon the site of old buildings, and not upon a vacant site; hence section 75 did not apply, and the vestry could only proceed under section 74, under which they would have to give compensation, and the plaintiff relied upon the case of *Lord Auckland v. Westminster Local Board of Works* (20 W. R. 845, L. R. 7 Ch. App. 597).

NORTH, J., held that the buildings the plaintiff was erecting were not restorations of old houses, but new houses erected upon a vacant space. That was, in fact, the result of *Lord Auckland's case*, which his lordship carefully considered. After 1873 the land was thrown into a garden (thereby ceasing to be building land), and between that date and 1880 the only building line that could be ascertained was that of Baron Grant's house. The erection of the lodge made no difference. If the building line were now ascertained by reference to Kensington and Colby Houses, the result would be an irregular line following the sites of those buildings, which would be absurd. Section 75, therefore, did apply, and the court had no jurisdiction to interfere.—COUNSEL, *Cozens-Hardy, Q.C., and Meates; Seward Brice, Q.C., and Theobald.* SOLICITORS, *Poole & Robinson; Pontifex, Hewitt, & Pitt.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re THE BOROUGH OF PORTSMOUTH (KINGSTON, FRATTON, AND SOUTHSEA) TRAMWAYS CO.—Stirling, J., 30th April.

COMPANY—WINDING UP—UNDERTAKING FOR PUBLIC BENEFIT—PETITION BY DEBENTURE-HOLDER—JURISDICTION.

This was a petition, presented by a debenture-holder, to wind up the above-named company, which was incorporated by Act of Parliament in 1883. Under section 13 of its Act the company had power to borrow, and under that power debentures were issued in 1886, in the form prescribed in Schedule C of the Companies Clauses Consolidation Act, 1845 (8 & 9 VICT. c. 16), which was incorporated in the company's special Act. By these debentures the whole undertaking of the company was included in the security of the debenture-holders, and the principal was to be repaid at the end of five years. The period of five years had elapsed, and the principal owing upon the debentures had not been repaid. In 1887 another Act was passed relating to the company, by which it was empowered to borrow further sums of money by the issue of second mortgage debentures; these were issued on the 1st of September, 1887, and became repayable on the 1st of September, 1890. Neither the first nor second mortgage debentures had been repaid, and the petitioner obtained judgment on the 20th of June, 1891, in an action brought by him on behalf of himself and all others the holders of the said first and second mortgage debentures against the company. They were by the judgment declared to be judgment creditors of the company for the principal sums and arrears of interest thereon. Such judgment was still unsatisfied, and the present petition was presented, asking that the company should be wound up. Counsel for the company did not object to a winding-up order. Counsel for the holders of twenty-one out of thirty second mortgage debentures and for shareholders opposed on the ground that by section 13 of the company's special Act the mortgagees were secured, and that by section 14 of the same Act a remedy was given to them, the appointment of a receiver. It was not contemplated that the machinery of the Companies Acts should be applicable to an undertaking for the public benefit: *Re Herne Bay Waterworks Co.* (37 W. R. 36, 10 Ch. D. 42), following *Re Exmouth Docks Co.* (22 W. R. 104, L. R. 17 Eq. 181). Counsel for the petitioner referred in his reply to *Re Barton-upon-Humber and District Water Co.* (38 W. R. 8, 42 Ch. D. 585) and *Re Brentford and Isleworth Tramways Co.* (32 W. R. 895, 26 Ch. D. 527).

STIRLING, J., after stating the facts, said that by section 199 of the Companies Act, 1862, any partnership, association, or company, except railway companies incorporated by Act of Parliament, consisting of more than seven members, and not registered under the Act, might be wound up under the Act. It had been expressly decided by Bacon, V.C., in *Re Brentford and Isleworth Tramways Co.* that a tramway company was not a railway company within the exception in section 199 of the Act of 1862, and that decision had been followed by other judges of this division. It must be taken, therefore, that there was jurisdiction to wind up this company under the Act of 1862, it not being a railway company. Mr. Birrell asked his lordship to abstain from exercising that jurisdiction, on the ground that it would be contrary to the decision of Malins, V.C., in *Re Herne Bay Waterworks Co.* His lordship then stated the facts of that case, and observed that in that case there was no judgment recovered, and in that respect it differed from the present case. He could not quite follow the reasoning of Malins, V.C. No doubt a person who came to enforce a security could not get any greater right than that which his security gave him, and his lordship took it to be decided that a debenture in the form of those then in question gave the holder no greater security than the undertaking as defined in *Gardner v. London, Chatham, and Dover Railway Co.* (15 W. R. 325, L. R. 2 Ch. 201). That was to say, all he could get was the fruits of the company as a going concern; he could not pull the undertaking to pieces and break it up, so as to avail himself of the separate parts in satisfaction of his debt. In the present case the petitioner did not

come to enforce his security, but as a judgment creditor of the company. He failed to see why a debenture-holder whose debt was payable, and who had exhausted all his remedies except a winding-up petition without obtaining payment, should be in a worse position than an ordinary creditor, who had got no security upon the undertaking. It seemed to his lordship that the remedy given to him to enforce his security upon the undertaking as a going concern did not deprive him of his remedy as a creditor who had obtained a judgment for his debt, but could not obtain payment. It was also said that the company ought not to be wound up because the preamble of the Act by which it was incorporated said that the construction of the tramway would be to the public advantage. That objection had been met by the decision of North, J., in *Re Barton-upon-Humber and District Water Co.* His lordship saw no way in which the petitioner could enforce payment of his debt other than a winding-up order, so he made the order.—COUNSEL, *Graham Hastings, Q.C., and J. Bradford; Warrington; Birrell.* SOLICITORS, *Sutton & Ommanney; Goldring, Mitchell, & Philips; Ford & Ford.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

LOCKYER v. INTERNATIONAL SLEEPING CAR CO.—3rd May.

WARRANTY—RAILWAY TIME TABLE—STATEMENT AS TO TIMES OF DEPARTURE AND ARRIVAL OF TRAINS.

Appeal from the decision of his Honour Judge Bayley in the Westminster County Court. The facts were shortly as follows. The plaintiff bought from the defendants two tickets for sleeping berths in the night train leaving Paris for Nice at 7.40 p.m. on the 11th of December. The tickets were available for that train only. The defendants published a book containing information as to the routes upon which the defendants supplied sleeping cars, and the plaintiff alleged that he purchased the tickets upon the faith of a statement contained in this book with reference to the service of trains between London and Nice. This statement was as follows:—"Nice Express. Train de luxe quotidien entre Paris et le littoral. Correspondance de Londres par les departs de 8.20, ten heures et eleven heures du matin. Paris (Gare du Nord) dep. 7.40 soir, Nice 2.28 soir." The plaintiff left London by the 11 o'clock train of the London, Chatham, and Dover Railway Co. on the morning of the 11th of December, and travelled direct to Paris. The train by which he travelled from Calais to Paris arrived a few minutes later than the usual time, and the 7.40 train from Paris to Nice, upon which the sleeping berths had been reserved for the plaintiff, had left. The plaintiff brought this action to recover the price paid for the sleeping berths and an additional sum for hotel expenses, and it was argued on his behalf that the statement in the defendants' book above quoted was a warranty that a passenger leaving London at 11 o'clock a.m. would reach Paris in time to proceed by the train leaving Paris at 7.40 p.m. for Nice. The defendants contended that the statement in the book was merely a representation as to the times at which the trains of certain railway companies were advertised by those companies to start, and it was not disputed that the times published by the defendants corresponded with those advertised by the companies; *Denton v. The Great Northern Railway Co.* (5 E. & B. 860) and *Hamlin v. The Great Northern Railway Co.* (1 H. & N. 408) were cited.

THE COURT (DAY AND CHARLES, JJ.) dismissed the appeal.

DAY, J., said that the action was brought on contract. The defendants had set out in a convenient form the times at which certain trains in Europe were advertised to start. It appeared from the time table given in the defendants' book that these three trains were timed to arrive in time to catch a particular train from Paris to Nice; but there was no duty cast upon the defendants to see that they did so arrive; they had not contracted to do any such thing. The judgment of the county court judge was perfectly right.

CHARLES, J., said that the statement in the defendants' book was a mere representation that the proper times of arrival of these trains were those stated, and not a warranty that they would necessarily arrive at those times. *Denton's case* was distinct. That case turned upon a false representation; *Hamlin's case* was one of breach of contract, and here the defendants had reserved the sleeping berths, which was all they had contracted to do. Appeal dismissed.—COUNSEL, *Stevens; Cunynghame.* SOLICITORS, *Lockyer; Davis & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

CASE v. WALLIS—30th April.

ARBITRATION—COMPULSORY REFERENCE—RIGHT TO TRY BEFORE JUDGE—QUESTIONS OF LAW—ARBITRATION ACT, 1889 (53 & 54 VICT. c. 49), s. 14.

This was an appeal from an order of Pollock, B., at chambers confirming an order of the master referring this action to a special referee. The action, in which damages were claimed to the extent of £14,500, was brought by the plaintiff, who was tenant in tail entitled to the reversion of the lease of certain coal for 999 years from the 25th of March, 1800, at £900 per annum, terminable by the lessees on giving twelve months' notice and the payment of £1,000. The lease contained a covenant to work the coal "fairly, honestly, and in a proper and workmanlike manner," and the plaintiffs alleged, as breaches of the covenant by the defendants, who were the lessees, (1) that they had allowed part of the mine to become flooded; (2) that they had caused injury to the mine by neglecting sufficient precautions against spontaneous combustion; and (3) that they had worked the coal in such a way as, amongst other things, to leave one seam unworkable, all of which breaches it was alleged were

injurious to the reversion. The plaintiff came into possession of the reversion in 1887, and one of the points of law, amongst others, raised by the defendants, was as to whether he was entitled to sue in respect of breaches before that date. The order provided that either party might require the referee to state a case on any point of law. It was contended by counsel for the appellant that (1) there being points of law in the case the defendant ought not to be deprived of his right to try before a judge, and (2) that an inquiry into the breaches alleged here did not involve such a "prolonged, scientific, and local investigation" as to make it desirable that the case should be referred. They cited *Ormerod v. Todmorden Mill* (26 SOLICITORS' JOURNAL, 356, 30 W. R. 805, 8 Q. B. D. 664). It was argued by counsel in support of the order that the mere fact that points of law were involved did not destroy the right to send the case to a referee where, as here, there would have to be a long and technical inquiry upon scientific evidence and upon questions of account.

THE COURT (DAY AND CHARLES, JJ.) allowed the appeal.

DAY, J., said that the plaintiff must first establish his legal right, and then if necessary the judge at the trial could refer the questions of account. The question to look at at this stage of the case was, was it necessary or desirable to remove it from the ordinary tribunal? Parties had a common law right to try their cases before that tribunal, and he was always reluctant to compel them unwillingly to go before a private tribunal.

CHARLES, J., in concurring, added that the discretion exercised by the judge here was subject to appeal, as was laid down by the Court of Appeal in *Knight v. Coles* (19 Q. B. D. 296). It was clear here that questions of law must arise, but whether difficult or important or not, they were questions which the defendant had a right to have decided by a judge without the cumbersome machinery of a special case, and as to the facts there was no reason why a jury should not be a proper tribunal to try whether or not a mine had been properly worked.—COUNSEL, *McCall, Q.C., and MacSwiney; Barnes, Q.C., and Terrell.* SOLICITORS, *Field, Roscoe, & Co., for Gibbons & Arkle, Liverpool; Fennings, Sons, & Mannings.*

[Reported by J. P. MELLORE, Barrister-at-Law.]

PUGSLEY v. HOPKINS—2nd May.

PRACTICE—COUNTY COURT—ADMIRALTY JURISDICTION—VENUE—COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1868 (31 & 32 VICT. c. 71), ss. 3, 21, 22—COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1869 (32 & 33 VICT. c. 51), s. 1.

This was a summons calling upon the plaintiff to shew cause why a writ of prohibition should not be issued prohibiting him from taking further proceedings in the action in the county court of Monmouthshire. The defendant asked in the alternative that the action should be transferred to the county court of Norfolk. The motion came before Denman, J., in chambers, and was referred by him to the court. The plaintiff, a ship-owner residing in Monmouthshire, was suing the defendant in the county court of Monmouthshire on a bill of lading for £40 demurrage on the discharge of a cargo of timber from the steamship *Ircin* at Wisbeach. The defendant was the indorsee of the bill of lading, and resided at Wisbeach, which is within the district of the county court of Norfolk. The County Courts Admiralty Jurisdiction Act, 1868, s. 21, sub-section 1, provides that proceedings in an admiralty cause shall be commenced in the county court having admiralty jurisdiction within the district of which the vessel or property to which the cause relates is at the commencement of the proceedings. By section 21, sub-section 2, if the foregoing rule be not applicable, then proceedings shall be commenced in the county court having admiralty jurisdiction in the district of which the owner of the vessel or property to which the cause relates resides. It was contended for the defendant that in this case the property to which the cause related was the cargo, which was at Wisbeach, and that therefore the action ought to have been brought in the county court of Norfolk.

THE COURT (POLLOCK, B., and VAUGHAN WILLIAMS, J.) were of opinion that the subject-matter to which the cause related was the vessel, and not the cargo; that as the vessel was not within the jurisdiction, section 21, sub-section 1, of the County Courts Admiralty Jurisdiction Act, 1868, did not apply; that the case was therefore governed by section 21, sub-section 2, and that the action was rightly commenced in the district in which the owner of the vessel lived. Summons dismissed.—COUNSEL, *Pritchard; Joseph Walton.* SOLICITORS, *Pritchard & Sons, for Jackson; Hull; Botterell & Roche, for Vaughan & Hornby, Newport.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

BEERWICK & CO. v. MATTHEWS—27th April.

AGREEMENT BY CREDITOR TO POSTPONE CLAIM—INSOLVENCY OF DEBTOR—RIGHT OF CREDITOR TO DIVIDEND—REFUNDATION.

This was a special case stated by agreement between the parties under R. S. C., ord. 34, r. 1, and the question was whether the plaintiffs, who were creditors of a man named Arthur George Wright, were entitled to recover from the defendant, who was also a creditor of Wright, the sum of £174, the amount of a first dividend due, under an assignment made by him for the benefit of his creditors, to the defendant under the following circumstances. In the year 1889 the plaintiffs, a bank carrying on business in Worcester and at Great Malvern, had allowed an overdraft to the amount of £560 to two customers, the above-mentioned Arthur George Wright and his mother, Emily Wright, who had a joint account. The bank, however, declined to increase the amount of the overdraft to £800, as requested by them, unless the defendant, the principal creditor of the Wrights, and to whom they had given promissory notes, dated March 1, for £500 each, at six and twelve months' date respectively, would sign the usual bank form of guaranty. This he declined to do, but on the 18th of

March, 1889, he executed the following agreement: "In consideration of your allowing Mrs. Emily Wright and Mr. Arthur George Wright to increase their overdraft with you to a sum not exceeding £800, I agree to postpone my claim against them for the sum of £1,000 advanced by me to them and secured by their promissory notes to your claim in respect of the said overdraft, and that the amount due to me shall not be recoverable until the amount due to you on the overdraft shall have been paid." In April, 1891, Arthur George Wright made an assignment for the benefit of his creditors to Archibald Henry Weller as trustee, and the assignment was effected by deed dated the 14th of April, 1891. This deed was assented to and executed by both the plaintiffs and the defendant. The balance of the overdraft at that date was £750 19s. 4d., which was reduced by July 10 to £626 11s. The plaintiffs sent in a claim to the trustee for £626 11s., and the defendant for £1,047 19s. 4d. for principal and interest due on a joint and several promissory note made by the Wrights in substitution for the notes mentioned in the agreement of March 18 and of various bills and notes cancelled and renewed from time to time, and for £25 for arrears of interest on a bill of exchange dated September 7, 1890, for £1,000. By a second deed of the 7th of August, 1891, also executed and assented to by both parties, George White was appointed a co-trustee under the assignment, and the trustees in December last, having admitted both claims, announced a first dividend of 3s. 4d. in the pound. The amount due on the defendant's claim was £174 13s. 3d., and the plaintiffs wrote and required the defendant to authorize the trustees to pay that amount over to them. This the defendant declined to do, and, upon receiving notice from the plaintiffs claiming the amount, on the 7th of January, 1892, the trustees took out an interpleader summons. On the return of the summons the master ordered the amount to be paid into court to abide the event of an issue to be stated between the parties raising the question. It was contended by counsel on behalf of the plaintiffs that, by virtue of the agreement of March 18, 1889, the defendant was not entitled to receive any sum by way of dividend until the whole amount of the plaintiffs' claim had been satisfied. It was argued by counsel for the defendant that, by executing the deed of the 14th of April, the plaintiffs had repudiated the agreement of the 18th of March, which, unless it was a legal or equitable assignment of the money itself, could not prevent the defendant from proving for his dividend, though possibly there might have been a breach of the agreement by the defendant for which the damages would only be the share of the defendant's dividend which the plaintiffs were entitled to together with the other creditors. At no stage was the defendant wrong, and the answer to the issue here as to who was entitled to the money must be in favour of the defendant. If he had not proved the plaintiffs would not have the money at all.

THE COURT (DAY AND CHARLES, JJ.) held that the plaintiffs were entitled to the dividend of £174 13s. 3d. The defendant had entered into a clear agreement that his claim should not be recoverable until the overdraft of the bank was paid. That meant that it was not receivable by him, and consequently, if he did receive it, it was a violation of his agreement. That being so, when the dividend on his claim was declared, he was in the position of a trustee for the amount for the plaintiffs, and was bound to hand it over to them, though when their claim was satisfied he could prove on his own account. The execution of, or assent to, the deed of assignment by the plaintiffs was not a repudiation of the defendant's agreement, and they were entitled to judgment for the amount of the dividend. Judgment for the plaintiffs for £174 13s. 3d., with costs.—COUNSEL, *Jelf, Q.C., and E. F. Spence; Channell, Q.C., and E. W. Hansell*. SOLICITORS, *Ellis, Munday, & Clarke, for Whalley & Lambert, Great Malvern.*

[Reported by J. P. MELLOR, Barrister-at-Law.]

Re AN ARBITRATION BETWEEN STEPHENS, SMITH, & CO. AND THE LIVERPOOL AND LONDON AND GLOBE INSURANCE CO.—29th April.

ARBITRATION—ARBITRATORS' FEES—AWARD—ARBITRATION ACT, 1889 (52 & 53 VICT. C. 49), s. 2, AND SCHEDULE I. (1).

This was a motion to set aside so much of an award as related to the sum of £368 15s., costs of the award, on the ground that the arbitrators had exceeded their jurisdiction in fixing the amount of their own fees in and by the award, and that the said sum was unreasonable and excessive. The reference had been of a claim under a policy of fire insurance made between the parties in 1886 as to the value of certain goods damaged by fire in 1891; and was made pursuant to an arbitration clause in the policy. This provided that "the costs of the reference shall be in the discretion of the arbitrators, who shall award by whom and in what manner the same shall be paid." The arbitrators awarded a certain sum to the insured, and that the parties "shall each pay their own costs of the reference and a moiety of the costs of this award—viz., £368 15s.," and gave liberty to the insurance company, if they should take up the award, to deduct half of the costs of the award from the sum awarded to the insured. The arbitrators and umpire had sat on ten different days (forty-one hours in all) and their fees were: each arbitrator ten guineas a day, umpire fifteen guineas a day, which came (with £1 5s. cost of stamp) to the £368 15s. This sum the insurance company had paid on taking up the award, and they sought to deduct half of it before paying the insured, and had refused to consent to this amount being taxed by a master. It was contended, in support of the application, that the arbitrator had no right to decide the amount of his own fee in and by the award, it being contrary to reason that he should be sole and uncontrolled judge in his own cause, that his decision on his own costs must be subject to some review, because he may not decide finally in his own favour, and that this amount is not a matter of difference between the parties which he is bound to decide finally by his award (*Re Coombs, 4 Ex. 639; Phillips v. Eberhardt, 3 C. B. N. S. 509*). The insurance company supported the award, on the ground that by section 2 of the Arbitration Act, 1889, "a submission, unless a contrary intention is expressed therein,

shall be deemed to include the provisions set forth in the 1st schedule to this Act, so far as they are applicable to the reference under the submission"; and by provision (i) of Schedule I: "The costs of the reference and award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid, or any part thereof, and may award costs to be paid as between solicitor and client," and that this now gave arbitrators power to fix the amount of their own fees in and by the award; and that as the Act was retrospective (section 25), this provision applied to the submission in question (*Re Williams and Stepney, 39 W. R. 533; 1891, 2 Q. B. 255*). But it was argued that, as the submission had given certain restricted power over the costs, there was a contrary intention to giving more extended ones, and that therefore, by section (2), the schedule could not apply. Also that as "costs of the award" might apply to the expense of hiring rooms, of employing a solicitor in the case of a lay arbitrator, of supplying note paper &c., a reasonable construction of the Act would be to distinguish the arbitrators' own fees in accordance with the principle of *Re Coombs, &c.* As to the fees being excessive, reference was made to *Wallis v. Litchfield* (W. N., 1876, p. 138) and *Westwood v. Cape of Good Hope* (2 Times L. R. 667), where the court had only allowed a Queen's Counsel five guineas a day, and the President of the Institute of Civil Engineers in a very technical case only ten guineas.

THE COURT (MATHEW AND SMITH, JJ.) dismissed the application.

MATHEW, J., said the only ground on which the motion could be allowed would be the misconduct of the arbitrators, and that there were no grounds or means of seeing this before the court.

SMITH, J., concurred, and said he could not read provision (i) of the schedule to the Act without seeing that the arbitrators were made judges in their own cause. The words are "costs of reference and award," and it is well known what is meant, not only the cost of hire of rooms &c., but the whole thing—their own costs. If parties wished to get rid of this provision (which might be advisable in many cases), they must be careful to insert terms in the submission that expressly exclude it.—COUNSEL, *Sims Williams; Dancourt*. SOLICITORS, *Robert Greening; Lee & Pemberton.*

[Reported by R. DE BOUREL, Barrister-at-Law.]

Solicitors' Cases.

GREENING v. REEDER—Q. B. Div., 2nd May.

SOLICITOR—COSTS—DELIVERY OF SIGNED BILL OF COSTS ONE MONTH BEFORE ACTION—ACTION BROUGHT AGAINST THIRD PERSON UNDER AGREEMENT TO PAY COSTS—SOLICITORS ACT, 1843 (6 & 7 VICT. C. 73), ss. 37, 38.

The plaintiff, a solicitor, appealed from a judgment of the deputy judge of the Lord Mayor's Court; the action having been brought by him as a solicitor to recover from the defendant a bill of costs which the defendant had rendered himself liable to pay under an agreement, arising under the following circumstances. A Mr. Walker, who was the plaintiff's client, had agreed to sell certain property, and as the defendant Reeder claimed to be interested in this property, the agreement for sale was made between Walker, of the first part, as vendor; Reeder, the defendant, as a concurring party, of the second part; and the purchaser, of the third part. An agreement was afterwards made by which the defendant Reeder bound himself to pay to the plaintiff the costs already incurred and to be incurred by the plaintiff in reference to the above sale. Subsequently the plaintiff sent his bill of costs to the solicitor of the defendant, who objected to some of the items but admitted others. There being thus a dispute as to the proper amount of this bill of costs, an action was commenced by the plaintiff in the Lord Mayor's Court for the recovery of the same from the defendant. The only plea pleaded by the defendant was that there was no signed bill of costs delivered to the defendant one month before action commenced, as provided by section 37 of the Solicitors Act, 1843. The deputy judge held that this was a good plea, and he gave judgment for the defendant, being of opinion that the defendant, although not the client of the plaintiff, but only a third party, was entitled to raise the defence that there had been no signed bill of costs delivered to him by the solicitor, the plaintiff, one month before action brought. From this decision the plaintiff appealed. Section 37 of the Solicitors Act, 1843, provides that no solicitor shall commence or maintain any action or suit for the recovery of any fees, charges, or disbursements for any business done by such solicitor until the expiration of one month after such solicitor shall have delivered "unto the party to be charged therewith" a bill of such fees, charges, and disbursements, and which bill shall either be subscribed with the proper hand of such solicitor, or be enclosed in a letter subscribed in like manner referring to such bill. Section 38 provides that where any person, not the party chargeable within any such bill within the meaning of the provisions hereinbefore contained, shall be liable to pay or shall have paid such bill, it shall be lawful for such person to make such application for a reference for the taxation of such bill as the party chargeable therewith might himself make, and the same reference and order shall be made thereupon, as if such application was made by the party so chargeable therewith. For the plaintiff it was now admitted, as had been admitted in the court below, that the defendant had a right to have the bill taxed, that right being given to the defendant under section 38 of the Act, but it was contended that he had no right to have a signed bill of costs delivered one month before action brought, that right being by section 37 limited to the actual client of the solicitor and not extending to a person who, as here, renders himself liable under an agreement to pay these costs. The only person coming within section 37 was the client himself, and then came section 38, which deals with third parties.

THE COURT (DAY and CHARLES, JJ.) held, allowing the appeal, that the only person to whom the plea of a signed bill of costs was available was the person directly and primarily liable as client, and that it was not applicable to a case like the present.—COUNSEL, *C. C. Scott*; *Ellis*. SOLICITORS, *Greening*; *A. J. Oliver*.

[Reported by Sir SHEPSTON BAKER, Bart., Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

26 April—JOHN ALGERNON LATHAM (Cockspur-street, Charing-cross, London).

28 April—DOUGLAS WALTON TOUGH (26, Charles-street, St. James'-square, London).

28 April—WILLIAM STEVENS LEWIS (27, Bush-lane, City of London).

30 April—WATSON WARD HAYNE (76, Finsbury-pavement, City of London).

3 May—THOMAS ALDER LEE.

3 May—GLANVILLE DEIOS MAY MUNRO (21, Bridge-street, Bristol).

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

GENERAL MEETING.

A general meeting of the Incorporated Law Society was held at the hall of the society, Chancery-lane, on Friday afternoon, the 29th ult., the chair being taken by the president (Mr. W. MELMOTH WALTERS).

PRESIDENT'S OPENING REMARKS.

The PRESIDENT, in opening the proceedings, said: We have not a great deal to transact this afternoon. You will find on the circular which has been sent to all the members a series of questions by Mr. Ford, which I shall hope to answer satisfactorily. There are only two subjects upon which I need say anything. The first is a motion by Mr. Ford on the subject of legal education, and with regard to this I should mention that the subject is under the consideration of the examination committee, who are meeting representatives from the articulated clerks' societies and are in communication with the local law societies with respect to it. It arose to a great extent out of the paper read by Mr. Addison at the provincial meeting at Plymouth last year. The matter has been under the consideration of the council more or less for some time past, and I am not able to tell you definitely at present what arrangements have been come to or are likely to be come to; but it is desirable you should know what is going on as attention has been called to it by Mr. Ford. Then there is a motion by Mr. Munton on the subject of forged transfers of stock. I should also mention, in reference to this, that the council have received communications with regard to the construction of the Act of Parliament. Counsel seems to have advised some gentlemen in Liverpool that the Act is not retrospective, and that it, therefore, only applies to new shareholders. If that were so, it would obviously be very inconvenient to apply it to all companies at present, and the question would arise whether steps should not be taken to get the Act amended so as to make it generally applicable, as, no doubt, it was intended to be. That, I have no doubt, Mr. Munton will consider, and as a matter of verbal amendment I would suggest for his consideration whether he would alter the wording of the motion as it stands, namely, that "this society recommends that the provisions of the Forged Transfers Act, 1891, should be adopted by all companies." Some people, not altogether favourably disposed to our society, would say we were going out of our way, and ought to keep our recommendations and advice until we were asked for them. I would, therefore, suggest that, instead of saying "the society recommends," he should say "it is desirable," that the provisions of the Act should be adopted. It is merely a matter of detail for Mr. Munton's consideration.

Mr. F. K. MUNTON (London) said he would accept the suggestion of the president.

The PRESIDENT: Of course I feel we are giving advice where it is not asked, and we ought to be very careful in using language which may appear like dictation. That is all I have to say, and I will ask Mr. Ford to put his first question.

LUNACY PROCEDURE.

Mr. C. FORD (London) asked in accordance with notice: "To what cause the present serious delay in lunacy proceedings is due, and whether the council is prepared to make representations upon the subject to the proper authority with a view to securing some approach to a reasonable despatch of business in this department?"

The PRESIDENT: It is difficult to say to what specific cause the delay is due. We allege the delay to have arisen from one cause, which the officials do not admit. But we have been in correspondence upon this subject for some months with the masters in lunacy, long before Mr. Ford's notice was received, and we have recently received a reply from them to the effect that changes have been made from which it is contemplated that in a short time any real delay may be obviated.

LAW SOCIETY CLUB.

Mr. FORD also asked: "Whether the council has it in contemplation to retake possession of the club premises in order to make this extensive part of the society's buildings available for the general purposes of the society, and for use by all members of the society without any additional contribution to the funds of the society?"

The PRESIDENT: In the face of the repeated declarations of the society in general meeting, the council cannot retake, and do not contemplate retaking, possession of the club premises.

MOTIONS IN CHANCERY.

Mr. FORD asked: "Whether in the interest of suitors there is any hope of effect being given to the resolutions of the society as regards motions in the Chancery Division being entered in a list and taken in their order in such list?"

The PRESIDENT: That is a small part of the large subject comprised under the head of legal procedure now under the consideration of the judges, and it is impossible to deal with one minute portion of that subject by itself.

AUDIENCE OF SOLICITORS IN COUNTY COURTS.

Mr. FORD asked: "Whether the council is taking or intends to take any action to give effect to the almost unanimous opinion of the numerous provincial law societies, that section 72 of the County Courts Act ought to be repealed so that one solicitor may instruct another solicitor to appear as an advocate in a county court?"

The PRESIDENT: The committee of the council to which the County Court Rules and Scales of Costs, 1892, were referred, in March last reported with regard to solicitors appearing as advocates to this effect:—"Although this is a matter which probably cannot be dealt with by rules, because of the express provision of section 72 of the County Courts Act, the committee cannot, in dealing with county court procedure as affecting solicitors, refrain from recording again their objection to the prohibition of advocacy by one solicitor retained by another. This prohibition is, in the opinion of the committee, opposed to the public interest, and they cannot but think that the time has come when the bar, in whose supposed interest it was enacted on the first establishment of county courts nearly half a century ago, would be well advised in assenting to its repeal." This report was adopted by the council and was sent to the Lord Chancellor. He has acknowledged the receipt of it, and promised that it shall have attention.

LEGAL EDUCATION.

Mr. FORD had given notice to call attention to the neglected state of legal education as regards articulated clerks, and to move: "That in the opinion of this society the growing professional competition between solicitors and barristers calls for a better system of legal education for all articulated clerks." He observed that he had on more than one occasion entered a respectful protest against the action of successive presidents in anticipating what any member of the society might say in support of a motion which stood in his name on the paper of business. He was not surprised that the meeting was a small one, as these meetings had been for many years, as the hour was fixed at the inconvenient time of two o'clock. If the meetings were convened for seven in the evening the attendance would be much larger.

The PRESIDENT observed that it was not competent for Mr. Ford to go into that question. He must speak to the motion.

Mr. FORD contended that he was in order in dwelling upon the small attendance.

The PRESIDENT said a full quorum was present, and as Mr. Ford continued to speak upon the subject of the attendance, and to dispute the ruling of the chair, the president at length said: I am afraid I must ask you to attend to the ruling of the chair. The ruling of the chair may be wrong, but, at any rate, it cannot be disputed.

Mr. FORD: I object entirely to your ruling. Under the circumstances I must ask leave to withdraw from the meeting.

Mr. Ford then left the hall.

FORGED TRANSFERS OF STOCK.

Mr. MUNTON moved in accordance with notice: "That with a view of securing to registered transferees of stocks and shares an undoubted title to their property, or its equivalent, this society recommends that the provisions of the Forged Transfers Act, 1891, should be adopted by all companies, corporations, and public bodies within the meaning of the Act." He said that he would adopt the suggestion of the president, and in place of the words "this society recommends" would insert the words "it is desirable." The only clause in the Act in question with which the meeting need concern itself was the first clause, which read as follows: "Where a company or local authority issue or have issued shares, stock, or securities transferable by an instrument in writing or by an entry in any books or register kept by or on behalf of the company or local authority they shall have power to make compensation by a cash payment out of their funds for any loss arising from a transfer of any such shares, stock, or securities in pursuance of a forged transfer or of a transfer under a forged power of attorney." He ventured to suggest, with all deference to those who had advised that past shareholders could not be dealt with under the Act, that the words "have issued" shares were rather strong, but he would pass away from that because in his judgment it did not much matter, so far as the motion was concerned. In a meeting like that, where everyone was more or less acquainted with the decisions given within the last few years, it was necessary to say but little as to what the grievance was which the motion desired to remedy. As he understood the law at the present moment it was that if A. is the holder of shares and X. contrives to forge A.'s signature, whereby B. takes a transfer, however innocent B. may be, and even if he has obtained a certificate from the company itself, he cannot hold those shares assigned to him by forgery. On the other hand, if B. bona fide sells to C., and C. acts upon the company's certificate, the company is estopped by its certificate. The question was whether B., who is the transferor under a forged instrument, should have his property secured to him. If this were a new question which he (Mr. Munton) was introducing to the notice of the society, he should feel very great hesitation. The proposition had not come altogether from himself; it was the outcome of a meeting of well-known City solicitors who had a much larger interest in the matter than he had. He cordially agreed with the view which they had taken, and heartily joined in making the proposition, but he was

practically the spokesman of the party rather than the person who originated the idea of introducing the subject. It should be mentioned, as an example for the society to follow, that a motion to the same effect had, in some form or other, been adopted by the Irish Law Society, the Scotch Law Society, and almost all the provincial law societies, including the Incorporated Law Societies of Liverpool and Birmingham. It had been passed by the principal chambers of commerce in the country. He was not quite sure whether it had been considered by the London Chamber of Commerce, of which he was a member, but it had been dealt with by the principal chambers of commerce in the country, by the Society of Chartered Accountants, by the principal stock exchanges all over the kingdom, including last, but not least, the London Stock Exchange, who had unanimously come to the conclusion that the motion should be adopted, so far as they had power to give a recommendation upon it. Having these materials before them, was it not right that an important society like the Incorporated Law Society should express some opinion as to whether it was desirable to adopt the measure or not? In a time like the present, when very few of the members, perhaps none of them, had passed unscathed through the troublesome monetary positions of the country, it was highly important that when members met together they should do their best to avail themselves of any legislation which tended to afford security, either to themselves or to those over whose money they had power, in order that they might at least have valid security for that which they had invested though they could not control the fluctuations in value. Even the mildest expression of opinion which went forth from the hall of this Society, and which had, as he hoped would be the case in the present instance, the support of the executive, to the effect that the members were of opinion that it was expedient that the large public undertakings affected by the Act should adopt the process therein laid down, would have considerable weight. He had been told by a gentleman, whose word was entitled to the highest respect, that the large railway companies had almost unanimously—though it was not yet published as a fact—agreed that they would, as far as possible, adopt the Act; and therefore there was a great deal to support any resolution the meeting might come to in the shape of a recommendation or an expression of opinion. He did not think it necessary to address the meeting at length upon the question, because he felt there were a number of gentlemen present who would speak. He trusted it would be carried, but if any new point arose during the discussion, he hoped to be permitted to deal with it in his reply.

Mr. SHIRREFF (London) seconded the motion, observing that in the course of his practice he had come across several instances of the unfortunate results which had followed these fraudulent transfers. Heavy losses had been sustained by innocent persons, and they had no means of obtaining compensation. The great railway companies had refused to assist, principally upon the ground that they had no power to make compensation. The Act of Parliament which had now been passed gave them that power, and the members must feel that it would be a great advantage to trustees of the property of women and children and others that the certificates they held should be unassailable. He had very great confidence in leaving the matter to the judgment of the meeting.

Mr. JOEL EMANUEL (London) was unwilling that the motion should be carried without a dissentient voice, and he felt it to be his duty to put his views before the meeting. Those views were entirely opposed to the views expressed by Mr. Munton, the mover, and Mr. Shirreff, the seconder of the resolution. He must confess that when he saw a resolution of this kind standing in the name of Mr. Munton he had expected, bearing in mind Mr. Munton's experience and the good work he had before accomplished for the welfare of the legal profession, to have heard some cogent arguments on behalf of the motion, and some forcible expressions in its support, but he was sorry to say that he had not heard a single argument of any forcible character which would justify the meeting in passing the resolution. The many objections there were to adopting the resolutions must, he thought, be in the mind of Mr. Munton, from his experience and ability, and they had not been properly brought before the members for their consideration. Mr. Munton had advocated that because a man took a transfer of shares in a corporation or a company he should have an indefeasible title to what he had purchased, no matter whether his title was derived from a forged transfer, or from a defective title, or what not. Why did Mr. Munton stop at shares and stocks or bonds in a company or corporation? They all knew the risks which attached to dealing in other property, whether personal or real. If his arguments were to be carried to a legitimate conclusion, it would follow that every man who bought property, even at an auction room, should have an indefeasible title to what he purchased, whether the vendor had a title or not. He might even have gone on to say that if one man held a property and another forged his name to a lease of it, the innocent transferee should have a right to what he had purchased, though he had derived it from a defective source. If the principle was to be applied to stocks and shares, why should it not be applied to personal property of all descriptions and to leasehold and other property, and to deeds which had been stolen and forged transfers executed? They all knew the risk. Take, for instance, the case of the *Bourell forgeries*. There, a number of innocent persons had derived their titles from a forged will. All these difficulties were met with in the case of landed or personal property; and if the principle were to be applied to stocks and shares, it should be applied to all property. But let them look at the objections if the resolution were to be carried into effect. He would take, as an illustration, stocks or shares in a company with a capital of £100,000. There were forged transfers to the amount of £10,000. The result would be to make the capital £110,000 instead of £100,000. After a little while other forged transfers were executed from time to time, gradually increasing the capital, it might be, to an almost unlimited extent. The result would be that if the profits upon an undertaking with £100,000 capital showed a dividend of 10 per cent., directly the capital was increased to £110,000 the dividend would be reduced to 9 per cent., and so on in

proportion as the capital was further increased. Therefore, it must be borne in mind that directly they allowed forged transfers of shares to be held valid, and that thereby the capital of the company or corporation was increased, the dividends would be decreased in proportion, and the interest to the *bond fide* shareholders reduced in order that those who derived their titles from forged transfers might be benefited. If they adopted the motion they would be giving security to all persons dealing in shares, but they would be taking away the profits of the shareholders and decreasing the value of the shares. If he took up the balance sheet of a company and found that whilst 10 per cent. might be made upon the nominal capital yet his interest might be decreased by forged transfers, he should feel that a wrong had been done to him. It must also be borne in mind that the Act of Parliament made it optional whether the directors should recognise forged transfers or not. This resolution would make it imperative that they should recognise forged transfers whether they were obtained by misfortune or by default. If all the transfers were made an indefeasible title, whether they were forged or not, they would be opening the door to a great deal of negligence, if not fraud. Supposing for instance he were a fraudulent investor and the owner of shares in a corporation, all he would have to do would be to be guilty of such negligence or fraud as to allow someone else to take possession of his share certificates and forge his name, because he knew the forger would get an indefeasible title to the shares which might be passed to the holder for value, and the holder would have an indefeasible title. The Act of Parliament gave power to the directors to entertain the circumstances of each case, and if they thought it desirable when they had considered the facts connected with it, they could give an indefeasible title to an innocent holder in respect of the forged transfers. But the motion sought to take away the option and to compel the directors to give a title.

Mr. MUNTON rose to order: The motion only expressed an opinion that it was expedient to adopt the Act.

Mr. EMANUEL said the resolution proposed that what was now optional on the part of the directors should be made compulsory. He was of opinion that no resolution of the society was required for this purpose. What was the object of passing the resolution or recommendation? Was it to fetter the power of option vested in the directors or the power of option vested in the solicitor representing a corporation? If they sought to bind the solicitor to a corporation, the effect of it would be to take away the liberty of a solicitor to advise a client according to the circumstances of the case to the best of his ability; and if his opinion should be averse to that expressed by the motion, he might simply pooh pooh it. If they sought to fetter the directors, the directors might say, "We are satisfied with the Act." His impression was that the Act, having given full power to the directors, they would prefer to exercise, or refuse to exercise, that power. Therefore the motion was unnecessary, and the society had no right to go out of its way to pass a resolution that an optional power which the Legislature had thought proper to vest in the directors should be made compulsory. A resolution of this kind was not one which the society ought to adopt.

Sir THOMAS PAINE (London) said he agreed with a great deal which had fallen from Mr. Emanuel, but his objection to the motion arose from an entirely different reason. Solicitors, as a profession, had nothing whatever to do with the question, which was one of general legislation and should be left in the hands of the Legislature. It did not add to the dignity or usefulness of the society to express an opinion upon a question which was beyond their province. If anyone was concerned it was the Stock Exchange and not lawyers.

Mr. FORD agreed with Sir Thomas Paine that it was most undesirable that the society should travel so far out of its way to say what was inexpedient and what was expedient upon a question of this kind. If they were to commence this sort of thing there would be no end to the work they might do.

Mr. W. GODDEN (London) said that a difference which existed between stocks and shares and other descriptions of property was that the former were dealt in very largely and they as solicitors had much to do with them. The difficulty to his mind was this. They sent a transfer to a railway or other company for registration, and the company may register or not if they please. They had a right to call for any amount of verification they thought necessary, and he took it that a railway or other company which registered a transfer should be bound by that registration as fully as a banker was bound when he paid a cheque. If a banker cashed a cheque which was forged he had no remedy. The railway companies could if they liked protect themselves, but probably, with their numerous transactions, they did not care to do it because a very small reserve would cover the possible loss. He therefore thought that they, as solicitors, were interested both on behalf of their clients and of themselves in passing a resolution of this character.

Mr. MELVILL GREEN (Worthing) said the most forcible argument put forward by Mr. Emanuel was altogether out of date. If it had been addressed to the Houses of Parliament before they had passed the Act it would have had a great deal of sympathy from solicitors, but it had little or no relation to the question before the meeting. All Mr. Emanuel had said went to this, that in no case should a company act as the meeting was asked to say it was desirable a company should act. All Mr. Emanuel's argument was against the Act itself. If, as he had said, it had been addressed to them before the Act was passed he (Mr. Green) thought he should have had a great deal of sympathy with it, but the Act had been passed, and he could not see there was any very monstrous iniquity in imposing the responsibility of what might be called the investigation of title on the officers of the company instead of upon public dealers in shares. That was really what was done in effect, and the companies were in no worse condition than the Bank of England and other banks who lost their money, if there were forgeries of powers of attorney or transfers. But the thing had been done, and what was so intensely inconvenient was that there should be two laws in existence on the same subject. It was so exceedingly inconvenient that ordinary people should not know where they stand. They asked the solicitors what was the

law, and the solicitors had to say, "We cannot tell you what is the law until we know the practice of the particular company in which you are interested." One day it was one thing and another day another. He thought Mr. Munton's argument properly went to this, that the Act should be made compulsory. This was the right thing to do, so that everyone might know what the law is, instead of having to find out what had been done by a particular board of directors of a particular company with which they were dealing. It seemed to him that the society was not going out of its way at all in dealing with the matter. Surely there was nothing which they as solicitors had offered to deal with than the transfer of shares, if not for themselves at all events for executors and trustees. It was a thing they were doing constantly, and nothing could be more desirable than that they should express an opinion upon a subject which was so close to their everyday work. What they wanted was to secure the uniformity of the law so as to know what position their clients were in.

Mr. PRESTON (London) thought it would have been a very good thing if the Legislature had made the Act compulsory, because, really, companies had just the same opportunity of finding out whether a transfer was forged as a bank had. They would have had the signature on previous transfers. But he took it, the question was really whether it was expedient to pass the resolution, and he thought it was within the province of the society to do so, if the result might be that only one person, perhaps, who could not afford it should be saved from being swindled out of his property. They were dealing with a railway company making many hundreds and thousands in the year, and a family dealing with only a thousand. They put their money, say, in the North Western Railway, and from no fault of their own, they had no opportunity of finding out whether the transfer was forged. It went in to the company and they were told it was forged, and that if they had parted with the money it was their business; the company could not register the transfer. It might be suggested to the directors that it would be a good thing for them to initiate the matter; but, he thought that as a society of lawyers, they were called upon to advise and assist people in emergency, and that the companies should adopt the Act.

Mr. MUNTON, in replying, said he ventured to suggest that there ought to be the same security to a man who buys shares where he has no opportunity of examining the title as where a man buys things in market overt. As regards sales by auction, everybody knew that the money was not paid until the solicitor had had the amplest opportunity of investigating the title. There was not, he submitted, the slightest analogy between the two cases, despite the observations of Sir Thomas Paine as to the right of the society to interpose in matters of this kind, although he yielded to none in his respect for any remarks that fell from him. Surely they ought not to disregard the fact that all the other Law Societies in the kingdom had thought it right to express their opinion in the matter. He did not say that should necessarily bind the society, but why should the London Law Society, from whom the public and the companies expected support of some kind or other, lag behind and express no opinion whatever? He hoped the meeting would vote upon the resolution in a manly way, and that they would not shirk the responsibility of expressing their opinion upon a matter which interested so materially many of their clients, and especially trustees, who ought to be assured that whenever they bought property the title to which they had no opportunity whatever of examining into, as the company had by the examination of the signatures, they had a valid security for their money whatever the value of the thing might be in regard to the fluctuation of the market. Nothing had been said to cause the society to run away or to vote falteringly. Therefore he submitted the motion with very great confidence to the meeting.

The resolution as altered was adopted by 50 votes to 12.

A vote of thanks to the President, moved by Mr. MUNTON, terminated the proceedings.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 7th of April, 1892:—

Ambler, George
Armitage, George Troughton
Atkinson, William Edward
Baddeley, Herbert
Baddeley, Wilfred
Bailey, Frederick William
Bardsley, Edward Wade
Barnes, Alfred Henry
Batchelor, John William Alton
Beatty, Charles
Berthon, Harold Warwick
Birch, Joseph Ithell
Birley, Edward William Hornby
Blake, Percy Charles Dashwood, B.A.
Boodle, Walter Trelawny
Boote, Richard Harvey
Borrett, Herbert Percy
Bouch, John Lowther
Bowdler, John Charles Henry
Browne, Oscar
Butler, James Alfred
Campbell, Harry Gilbert

Cartmell, Harry
Chinnér, Frederick Oldham
Chisholm, John William
Christians, William George
Clark, James Richard Joseph, B.A.
Cockburn, Joseph Edward
Crabtree, Newman
Craig, Alfred Gordon
Davies, David Griffith
De Wet, Vernon Douglas
Drawbridge, William Spencer
Duffield, Arthur Stewart
Duncan, James Fergus
Eaden, Edward Allen
Easton, John Page
Fairchild, Samuel Farrar
Fairwasser, John Frederick
Feldman, Samuel Jones
Fisher, John
Forsdike, George Frederick
Fox, Harry
Frank, Charles Clark

Freeman, Henry Stonhewer
French, Richard Edward
Gedge, John Augustus
Gedge, Leslie Latham
Gorle, Frederick Hunt
Gould, Reginald Claude
Graham, John Twynholm
Haddock, Frank Fraser
Hall, Albert Edward
Hall, Frederick William
Hamshaw, John Fischer Watson
Harbottle, Anthony
Harpley, Richard William, B.A.
Hazzledine, George Douglas
Henstock, Frank Woodiwis
Irwin, William George
Jackson, Thomas Henry
Jackson, William
Jeans, William Dampier
Johnson, Percy Marr, B.A.
Jones, Douglas Thomas Mayberry
Jones, William Douglas, B.A.
Kennett, Gilbert Butler
Kilsby, Charles Edward Stewart
Lamb, Arthur
Latham, Lovell
Leaf, Walter Arthur Cunliffe
Lesser, Algernon
Lester, John Bingley Garland, B.A.
Lewin, Francis Montague Spencer, B.A.
Lewis, George James Grahame
Lloyd, Robert Wharton Lewis
Lywood, Charles
Marshall, John
Mason, Frederick
Michell, Thomas Field
Moodie, Herbert John
Morgan, Matthew Rees
Neck, Samuel Harold
Newton, Edwin Percival
Nix, John Stanley, B.A.
Norledge, Grosvenor Albert
Odams, Charles James
Oliver, Frederick Gronow
Onslow, Henry Douglas Hughes

Orams, Edward
Palgrave, William Reginald
Parkhouse, Charles
Parry, Herbert Gwynne
Patefield, William
Phillips, Ernest William, B.A.
Plumtre, John Vallis Nicholl, B.A.
Provis, Wilton Frederick Montague
Rennison, Edward
Ricketta, William Tyler
Rowcliffe, William Charles, B.A.
Rowe, James Edward
Rudd, Henry Aytone Lindesay, B.A.
Sharp, Walter England, B.A.
Shields, Richard Alan
Sibson, Thomas
Smith, Ernest
Smith, Howard, B.A.
Smith, William Hawker
Spirett, Alfred Hewson
Stephens, Arthur Neville
Stubbs, Thomas Duncan Henlock
Symes, Charles Francis
Symes, Thomas Cecil
Talbot, Reginald
Teavan, William Patrick
Tijou, George Charles
Tilburn, George Frederic
Trevanion, Arthur Harry
Turner, Julius
Twell, George
Tyndall, Frederick Henry Gardner
Vanderpump, Charles Louis
Waterworth, John
Watts, Francis Ernest
Whalley, Arthur
White, Reginald John
Whiting, John Markby
Wigglesworth, Francis William
Woodward, Harwood de Courcy
Woolston, Charles Eustace
Worrall, Frank
Wright, Percy Aikin
Wright, Thomas William
Young, Edward Little

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 5th and 6th of April, 1892:—

Alderson, Charles
Allen, John Lester
Arnott, Spencer Lumden
Atkinson, Ralph
Baker, Philip
Barklie, Alfred Percy
Beard, Lewis
Behrens, Williams Henry
Bell, Henry Herbert
Bennett, George Locking, B.A.
Bettinson, George Alfred
Blyth, Charles Frederick Tolmé, LL.B., B.Sc.
Bowden, Joseph Rose
Bradley, Raymond Joseph
Brown, Cecil George, LL.B.
Bunting, John Emanuel
Burn, Howard Douglas
Byrne, Thomas James
Chapman, John Spencer
Church, Edgar Francis
Clarke, Robert Sutton, B.A.
Cook, Frederick William
Croft, Thomas Lister
Dingle, Frederick Burrington
Dix, John Harcastle
Dixon, Alfred
Douglas, Henry Percy
Egginton, William Henry
Evershed, Frank, B.A.
Fosbery, Henry James Wilson, B.A.
Gibson, William Henry
Glover, Joseph Hamilton
Gould, John Hording
Green, Francis Spranger
Hawkes, George Edward Gascoigne
Hay, Frank
Hodge, Henry
Hodgson, Albert
Holmes, Harold

Hubbard, Seymour Edgar
Hutchison, Alfred
Jackson, John Sydney Blades
Jolly, George
Kay, Edward Harvey
King, Walter Robert
Kirk, William
Laurence, Henry Hamilton, B.A.
Lea, Joseph Samuel
Lloyd, John Arthur
Loxton, Samuel Ernest
Marchant, Charles
Marshall, Thomas
Martin, George Albert
Michell, Robert Trencor, B.A., LL.B.
Morris, Ronald
Parrott, Walter Alexander Sando
Petman, Richard John
Pollard, William Ernest
Pollock, Alexander, B.A.
Pritchard, James
Rees, Edward Wallace, B.A.
Rees, Griffith Canadog
Richards, Thomas
Richardson, John Edward
Roberts, Hugh Alexander, B.A.
Robins, William Henry
Rowlands, Arthur John
Skinner, Robert William
Smirk, Thomas Hedley
Squire, Charles
Stapleton, Valentine George
Stickland, Henry William
Street, Walter
Swayne, Harry Walter
Tackley, Charles Adolphus
Thatcher, Alan
Thomas, John Daniel
Thomson, Oswald Dykes

Troughton, Alfred Henry
Tuel, Seymour
Waldy, Alfred, M.A.
Walker, Percival Field
Warden, Stanley Charles

Watson, Miles Walker
Wilcocks, Osmund
Wintle, Arthur
Wynne, Walter Watkyn, B.A.

LEGAL NEWS.

APPOINTMENTS.

Mr. GEORGE DEEDES WARRY, Q.C., and Mr. EDMUND WIDDINGTON BYRNE, Q.C., have been elected Benchers of the Honourable Society of Lincoln's Inn, in succession to the late Sir Henry Cotton and Mr. William Barber, Q.C.

Sir ALBERT ROLLIT, M.P., has been appointed Honorary Solicitor to the Institute of Journalists.

Mr. HERBERT EDMUND AMES, solicitor, of Frome, has been appointed a Commissioner for Oaths. Mr. Ames was admitted in February, 1888.

Mr. WM. ALFRED BURY, solicitor, of Wrexham, has been appointed a Commissioner for Oaths. Mr. Bury was admitted in November, 1885. He is clerk to the Commissioners of Taxes for the Division of Bromfield.

Mr. ALBERT WM. GEORGE BATCHELOR, solicitor, of The Outer Temple, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Batchelor was admitted in November, 1885.

Mr. WM. ASHFORD CAUNTER, solicitor, of Exeter, has been appointed a Commissioner for Oaths. Mr. Caunter was admitted in November, 1880.

Mr. CHARLES EDWARD DENTON (Witley & Denton), solicitor, of Colchester, has been appointed a Commissioner for Oaths. Mr. Denton was admitted in April, 1886.

Mr. GEORGE WASHINGTON FOX, solicitor, of Kingston, Surrey, has been appointed a Commissioner for Oaths. Mr. Fox was admitted in January, 1886.

Mr. JOHN GATES, solicitor, of Luton, has been appointed a Commissioner for Oaths. Mr. Gates was admitted in February, 1885.

Mr. CHAS. WM. SWAINSTONE GOODGER, solicitor, of Newcastle-upon-Tyne, has been appointed a Commissioner for Oaths. Mr. Goodger was admitted in April, 1879.

Mr. JOHN THOS. JONES, jun., solicitor, of Eekington, has been appointed a Commissioner for Oaths. Mr. Jones was admitted in March, 1888.

Mr. HERBERT EDWARD LOYNES (Loynes & Son), solicitor, of Wells, Norfolk, has been appointed a Commissioner for Oaths. Mr. Loynes was admitted in January, 1889.

Mr. FRANKLIN GEORGE LEFROY, solicitor, of Blackheath, has been appointed a Commissioner for Oaths. Mr. Lefroy was admitted in February, 1885.

Mr. GEORGE FALLOWDOWN OULTON LEE, solicitor, of Liverpool, has been appointed a Commissioner for Oaths. Mr. Lee was admitted in November, 1885. He is also a Commissioner for Oaths in the County Palatine of Lancaster.

Mr. FREDERICK EDWARD LEECH (Smith, Leech, & Bostock), solicitor, of Derby, has been appointed a Commissioner for Oaths. Mr. Leech was admitted in January, 1886.

Mr. HENRY LE BRASSEUR (Le Brasseur & Bowen), solicitor, of Newport, Mon., has been appointed a Commissioner for Oaths. Mr. Le Brasseur was admitted in November, 1878.

Mr. WM. MORRIS, solicitor, of 31, Bedford-row, has been appointed a Commissioner for Oaths. Mr. Morris was admitted in Easter, 1867, after passing the Final Examination with honorary distinction.

Mr. FREDERICK PARKIN (Cock & Parkin), solicitor, of Truro, has been appointed a Commissioner for Oaths. Mr. Parkin was admitted in August, 1885.

Mr. FREDERICK EUSTACE SWABEY, B.A. (Crimb.), solicitor, of Crewkerne, has been appointed a Commissioner for Oaths. Mr. Swabey was admitted in January, 1885.

Mr. DAVID DUNCAN SMITH, solicitor, of Sunderland, has been appointed a Commissioner for Oaths. Mr. Smith was admitted in April, 1882.

GENERAL.

It is stated that Lord Bramwell is very seriously ill.

Mr. Henry Minshull Stockdale, chairman of the Northampton Quarter Sessions, has resigned that position, after occupying it for twelve years.

The death is announced of Mr. Thomas Wilson, solicitor, Mayor of Appleby and coroner for North Westmoreland, who was thrown from his horse and killed on Saturday night.

Mr. Justice Wright will preside at the sixtieth anniversary dinner of the United Law Clerks' Society, which will take place at the Cannon-street Hotel on Monday, the 30th inst.

The following circular has been issued by the Home Secretary to magistrates in England and Wales:—

"Home Office, Whitehall, April 25, 1892.

"The Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), s. 16.

"The Probation of First Offenders Act, 1887 (50 & 51 Vict. c. 25).

"Sir,—I am directed by the Secretary of State to acquaint you that

from the information before him he has reason to believe that the provisions contained in the enactments above cited are not so fully taken advantage of as they might be in the case of persons charged with offences of a trifling nature, or persons against whom no previous conviction has been proved. A return laid before Parliament in May, 1891, of the cases in which the Probation of First Offenders Act had been applied in the Metropolitan Police district and in five large provincial districts shewed that, of the total number (2,530) of persons dealt with under the Act during the three years 1888-90, only 169, or 6·6 per cent., had been called upon to appear and receive judgment, or were known to the police to have been subsequently convicted of a fresh offence. It would appear, however, that the provisions in question are much more frequently applied in some districts and by some benches of magistrates than by others; and the Secretary of State has therefore thought it right to issue this circular, in the hope that it may lead to a general use of these enactments by courts of summary jurisdiction, and of the Probation of First Offenders Act by courts of quarter sessions, in cases where such course would be justified by the character of the offence, the youth of the offender, or other circumstances.

"I am, Sir, your obedient servant,
"GODFREY LUSHINGTON."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, May	9 Mr. Beal	Mr. Godfrey	Mr. Jackson
Tuesday	10 Pugh	Leach	Clowes
Wednesday	11 Beal	Godfrey	Jackson
Thursday	12 Pugh	Leach	Clowes
Friday	13 Beal	Godfrey	Jackson
Saturday	14 Pugh	Leach	Clowes
		Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, May	9 Mr. Carrington	Mr. Rolt	Mr. Ward
Tuesday	10 Lavie	Farmer	Pemberton
Wednesday	11 Carrington	Rolt	Ward
Thursday	12 Lavie	Farmer	Pemberton
Friday	13 Carrington	Rolt	Ward
Saturday	14 Lavie	Farmer	Pemberton

CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1892.	NORTHERN.	N. EASTERN.
Commission Days.	Cave, J. Collins, J.	Charles, J.
Monday, May 16	Manchester	Leeds
Monday, May 23	Liverpool	Leeds

COURT OF APPEAL.

EASTER SITTINGS, 1892.

APPEALS FOR HEARING.

(Set down to Thursday, April 14, inclusive.)

(Continued from p. 450.)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

For Hearing.

(Final List.)

1892.

In re Ross, dec (power of trustees under settlement) Wylie v Gladstone app of plt from order of Mr Justice Kekewich, dated March 21, refusing payment over of trust money to guardian March 25
In re The New Brunswick Trading Co of London ld & Co's Acts app of C E Lamplough & anr from order of Mr Justice Stirling, dated March 17, refusing to rectify register of shareholders by striking out applts' names March 28
London Assoc of Shipowners & Brokers ld v London & India Docks Joint Committee appl of Pltffs from judgt of Mr Justice A. L. Smith (for Mr Justice Romer), dated Feb 23, declaring that regulations prescribed by Harbours, &c Act, are valid, and refusing to restrain enforcement March 31
Meux v Copley appl of plttf from judgt of Mr Justice Kekewich, dated Dec 16, dismissing claim for an injunction March 31
In re Richardson, dec (construction) Read v Mitchell appl of Treasurer of St Mary's Hospital and ors from order of Mr Justice North on fur cons, dated Nov 4, 1891 April 2
Mogridge v Clapp appl of deflt from judgt of Mr Justice Kekewich, dated March 10, directing specific performance of agreement April 2
Hay v Hodgson appl of deflt from judgt of Mr Justice Mathew (for Mr Justice Stirling), dated Dec 14, 1891 April 4
In re F. King's Trade Mark, No 87,133, & Patents, &c, Acts, 1883 and 1888 appl of F. King & Co, ld, from orders of Mr Justice Kekewich, dated March 18, and April 1, 1892, refusing to set aside order to rectify for irregularity April 5

Probate Katharine Parnell (formerly Katharine O'Shea) v C. P. Wood and anr (A C Steele & ors, interveners) appl of C P Wood & anr from judgt of Mr Justice Jeune, dated April 1, pronouncing for will April 7
 Probate A M G Fildes & anr v E G Pinching & anr appl of plffs from judgt of Mr Justice Jeune, dated March 11, pronouncing for will April 8
 Meader v The West Cowes Local Board app of plts from judgt of Mr Justice Chitty, dated Feb 24, 1892 April 12
 In re C. Smith, dec Oswald v Shepherd app of deft G L Shepherd from judgt of Mr Justice North, dated Mar 28, deciding that applnt not entitled to transfer of consols under bond of testatrix April 12
 Knox v Hayman app of deft J. F. Harrison, from judgt of Mr Justice Kekewich, dated March 24, directing payment to plttf and costs April 13
 Divorce Clara M. Hanbury, petnr v Ernest O. Hanbury, respt app of respt from decree nisi for divorce pronounced by the President, dated 17 March, at trial with a special jury on 11, 12, 14, & 16 of March, 1892 April 13
 Ogilvie v The Blything Union Rural Sanitary Authority app of plttf from judgt of Lord Justice Fry (sitting as an additional Judge of the Chancery Division) dated 8 Aug, refusing injunction or to remit for damages April 14

From the County Palatine Court of Lancaster.

(Interlocutory List.)

1891.

Heenan v Ives app of pltt from order of the Vice-Chancellor, dated Dec 21, refusing to continue interim injunction restraining deft from interference with execution of contract Dec 30

(Final List.)

1892.

In re Whalley, dec, Brewer v Haydock In re Beardsworth, dec, Beardsworth v Nuttall (Partnership assets) app of plttf Chas Beardsworth & ors from order of the Vice-Chancellor, dated 7 March, 1892 March 15

From the Chancery and Probate and Divorce Divisions.

Interlocutory List.

1892.

Morris v Tottenham & Forest Gate Ry Co app of dfts from order of Mr Justice North, dated 29 January, restraining deft company from entering upon plttf's land, under notice to treat until trial Feb 3 (order not perfected)

Standeven v Riley app of deft T Riley from order of Mr Justice Chitty, dated 4 March, appointing receiver of deft's estate and effects comprised in deed of inspectorship March 28 (security ordered March 30)

Divorce (alleged lunacy of respondent—new trial) C M Hanbury (petnr) v E O Hanbury (respt) appln of respt for judgment or new trial on app from verdict & judgt dated March 17, at trial before the President with a special jury in Middlesex March 29 (appointed for Wednesday, May 4)

Probate Mildred A R Toker v Richard C Fisher & ors app of defts from order of the President, dated March 29, refusing to direct pltt to file further affidavit of documents March 30

In re Fish, dec Bennett v Bennett app of plts from refusal of Mr Justice Kekewich, dated 8 April, to appoint receiver of leasehold premises, part of testator's estate, until trial April 9

Gedye v Tarn app of deft from order of Mr Justice Kekewich, dated 29 Jan, appointing receiver of property comprised in mortgage April 14

FROM THE QUEEN'S BENCH AND ADMIRALTY DIVISIONS.

For Hearing.

Final List.

1892.

Frey v Ives & Barker app of pltt from judgt of Mr Justice Charles, dated Feb 5, at trial without a jury in Middlesex Feb 11

Shrapnel v Everitt app of dft from judgt of Mr Justice Grantham, dated Nov 5—on appln for new trial, referred to special Referee by direction of Court of Appeal on Jan 28—set down on appln to vary Referee's report Feb 13

Hearson v Churchill & ors app of pltt from judgt of Mr Justice Denman, dated Feb 6, at trial with a special jury in Middlesex Same Action appln of pltt for new trial—entered with Final app by order Feb 17

The London County Council v The Churchwardens & Overseers and also The Assessment Committee of West Ham Union (Q B Crown Side) app of London County Council from judgt of Justices Lawrance & Wright, dated Feb 12, affirming order of Sessions Feb 20

Foster v Reeves (Q B Crown Side) app of pltt from judgt of Justices Lawrance & Wright, dated Feb 11, allowing dft's app from judgt of Judge Martineau, dated Nov 9 at Brighton Feb 23

Mann v Ward app of pltt from judgt of non-suit, dated Feb 6, at trial before Mr Justice Grantham and a common jury in Middlesex Feb 23 (security ordered March 9)

Share v Herzog app of deft from judgt of Mr Justice Charles, dated Feb 18, at trial without a jury in Middlesex Feb 24

Duck v Mayen app of deft from judgt of Mr Justice Day, dated Feb 16, at trial without a jury in Middlesex Feb 25

Ruddy v London & South Western Ry Co app of pltt from judgt of Mr Justice Grantham, dated Feb 18, at trial with a common jury in Middlesex and cross-notice of dft's appln for new trial Feb 25

Kirkheaton District Local Board, York v Ainley, Sons, & Co (Q B Crown Side) app of plts from judgt of Justices Lawrance & Wright, dated

Feb 11, allowing app from County Court and directing entry of judgt for deft Feb 26

D Wood & Son v Heath app of deft in person from judgt of Mr Justice Wright, dated Nov 30, at trial without a jury in Middlesex March 5

The Assicurazioni Generali & Messrs Shenker & Co v the SS Bessie Morris Co Id & W G Browne app of defts Be-sie Morris Id from judgt of Mr Justice Collins, dated Feb 20, at trial without a jury in Middlesex March 5

Sutton v Burnell app of pltt from judgt of Mr Justice Collins, dated Feb 19, at trial without a jury in Middlesex March 8

Blewitt v Tritton & ors app of deft Le Grand from judgt of Mr Justice Day, dated Feb 25, at trial without a jury in Middlesex March 11

Blewitt & Tyler v Tritton & ors app of deft Le Grand from like judgt March 11

Germain v Martyn & ors app of pltt in person from judgt of Mr Justice Charles, dated March 3, at trial without a jury in Middlesex March 11

Hogg, Curtis, Campbell, & Co v Czarnikow app of deft from judgt of Mr Justice Charles, dated Feb 22, at trial without a jury in Middlesex March 11

Bottoms v The Lord Mayor, &c, of York app of pltt from judgt of Mr Justice Mathew, dated 24 Feb, at trial without a jury in Middlesex March 12

Jacob v Lintott app of deft from judgt of Mr Justice Cave, dated 20 March, at trial without a jury in Middlesex March 17 (security ordered March 28)

The Sovereign Life Assce Co v Dodd app of pltt from judgt of Mr Justice Charles, dated 24 Feb, at trial without a jury in Middlesex March 21

Sharp & anr v Christmas app of plts from judgt of Mr Justice Collins, dated March 2, at trial without a jury in Middlesex March 22

Lancaster v Bowes app of deft from judgt of Mr Justice Charles, dated March 9, at trial without a jury in Middlesex March 23

Jewson & Sons v Charlton, Macallum, & Co app of plts from judgt of Baron Pollock, dated April 22, at trial without a jury at Norwich March 26

In re The Friendly Societies Acts & In re The Order of Druids Friendly Society, Expte The Sheffield Equalized Distribution of the Order of Druids app of the Order of Druids Friendly Soc from judgt of Justices Wright & Collins, dated Feb 26, declaring construction of rule of Druids Soc enabling Sheffield Branch to sever subject to compliance with conditions March 30

Veale, Chifferiel, & Co v Beall app of deft from judgt of Mr Justice A L Smith, dated March 22, at trial without a jury in Middlesex April 5

Cross & anr v Welch app of pltt from judgt of Mr Justice Denman, dated Feb 29, at trial without a jury in Middlesex April 7

Southwood & ors v McChesney app of deft from judgt of Mr Justice Collins, dated Feb 26, at trial without a jury in Middlesex April 11

Ship Carl XV (damage) J Burnett & ors v Owners of the Carl XV app of plts from judgt of the President, dated April 1, 1892 April 11 (Assessors not asked for)

Dugdale v Mellor app of pltt in person from judgt of Mr Commissioner Smyly, Q.C., dated March 30, at trial without a jury at Manchester April 12

Gordon v Williamson app of deft from judgt of Mr Justice Denman, dated March 19, on fur con after trial with a common jury in Middlesex April 13

Hotel & General Advertising Co, Id v Dublin Distillers Co app of pltt Co from judgt of Mr Justice Day, dated Feb 25, at trial without a jury in Middlesex April 13

Nix & ors v Rogers (representing the Haddenham Level Commissioners) app of plttfs from judgt of Mr Justice Wright, dated June 8, 1891, on further consideration after trial before Baron Huddleston at Cambridge April 13

Winn & ors v Connell app of dft from judgt of Mr Justice Wright, dated April 6, at trial without a jury at Leeds April 14

Perkins v Daintrey app of dft from judgt of Mr Justice Grantham, dated Jan 15, at trial without a jury in Middlesex April 14

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

(ADMIRALTY.)

For Hearing.

With Nautical Assessors.

1892.

Ship Oceana (damage) Sharp v Watkins Ship Elemore (damage) Watkins v Sharp app of dft in 1st action from judgt of the president, dated Dec 19, 1891 Jan 18

Ship Amazon (damage) H. Summers & ors v Owners of The Amazon app of dfts from judgt of Mr Justice Jeune, dated March 4, 1892, March 25

Ship Heinrich Cruse (damage) Owners of The Maine v Owners of The Heinrich Cruse app of dfts from judgt of the President, dated Dec 14, 1891 April 8

FROM THE QUEEN'S BENCH DIVISION.

New Trial Paper.

1892.

Watson v Kitson appln of pltt in person for judgt or new trial on app from verdict & judgt, dated Mar 18, at trial before Mr Justice Denman and a common jury in Middlesex Mar 29

Gornall v James appln of deft for judgt or new trial on app from verdict & judgt, dated Mar 23, at trial before Mr Justice Hawkins and a special jury at Shrewsbury Mar 30

Foxwell v The Magnolia Anti-Friction Metal Co. of Great Britain appln

- of debts for judgment or new trial on app from verdict and judgment, dated Mar 19, at trial before the Lord Chief Justice and a common jury at Manchester April 5
- Izzard v Cooper** appln of pltf for judgment or new trial on app from verdict and judgment, dated Feb 26, at trial before Mr Justice Hawkins and a common jury at Oxford April 5
- Mason & ors v Wilson** appln of debt for judgment or new trial on app from verdict and judgment, dated Mar 7, at trial before Mr Justice Lawrance and a common jury at Lincoln April 8
- Storer, Taylor, & Co v Lees** appln of plts for judgment or new trial on app from verdict & judgment for debt on claim and counter-claim, dated March 21, at trial before the Lord Chief Justice and a special jury at Manchester April 8
- Monson v Milner** Milner v Monson (by claim and counter-claim) appln of dft for judgment or new trial on app from verdict and judgment dated March 19, at trial before Mr Justice Denman and a special jury in Middlesex April 9
- Gallie v Lewis** appln of dft for judgment or new trial on app from verdict & judgment, dated March 18, at trial before Mr Justice Charles and a common jury at Carmarthen April 9
- Thomson, Bros, & Co v Sharp, Murray, & Co** appln of plts for judgment or new trial on app from verdict & judgment, dated March 29, at trial before the Lord Chief Justice and a special jury at Liverpool April 11
- Harrington & Wife v Barrett's Brewery & Bottling, Co, ld** appln of dft for judgment or new trial on app from verdict and judgment, dated April 6, at trial before Mr Justice Lawrance and a common jury in Middx April 12
- Bedforth v Schofield** appln of pltf for judgment or new trial on app from verdict and judgment, dated April 1, at trial before Mr Justice Grantham & a special jury at Leeds April 13
- Jones v Kendal & anr** appln of pltf for judgment or new trial on app from verdict & judgment, dated April 2, at trial before Mr Justice Mathew and a common jury at Hertford April 13
- Owen v Lloyd** appln of debt for judgment or new trial on app from verdict and judgment, dated March 22, at trial before Mr Justice Vaughan Williams and a special jury at Carnarvon April 14
- Foster v Monk & anr** appln of pltf for judgment or new trial on app from verdict and judgment, dated April 4, at trial before Mr Justice Cave and a special jury at Birmingham April 14

FROM THE QUEEN'S BENCH DIVISION.

(Sitting in Bankruptcy.)

Original Motion.

(In Bankruptcy.)

- In re J Hawkins, the younger** Expte J Hawkins, the younger appln of Bankrupt for variation of minutes of order of Court of Appeal, dated March 21

Appeals.

(In Bankruptcy.)

- In re E J Atkinson** Expte E J Atkinson app of E J Atkinson from receiving order dated March 28, made by Mr Registrar Giffard
- In re F H Woolston** Expte F H Woolston app of F H Woolston from receiving order dated March 24, made by Mr Registrar Brougham on petn of Messrs Taylor Bros
- In re A Burr** Expte Board of Trade app of Board of Trade from order of Mr Registrar Giffard, dated Jan 28, rescinding receiving order & approving scheme of arrangement
- In re F Gill** Expte W B Ray & ors app of W B Ray and ors from order dated Feb 26, made on petn of Pattison, Elder & Co
- In re W Alderson** Expte A Alderson app of A Alderson from order of Mr Justice Vaughan Williams, dated March 1, dismissing appellant's motion
- In re W Alderson** Expte W Alderson, sen app of W Alderson, sen, from order of Mr Justice Vaughan Williams, dated March 1, affirming Trustee's rejection of appellant's proof of debt
- In re Dennis O'Sullivan** Expte Ferd, Baller & Co & ors app of Ferd, Baller & Co & ors from judgment of Justices Vaughan Williams & Collins (Mr Justice Collins diss), dated March 11, affirming judgment of Glamorgan-shire County Court declaring trustee entitled to money in Court

FROM THE QUEEN'S BENCH DIVISION.

Interlocutory List.

1892.

- In re Judicature Acts, 1873 and 1884, and In re an Action between Strauss & Co (plts) and Goldschmid & ors (dfts)** app of The Banque de Paris from order of Justices Lawrance and Wright, dated Feb 9, affirming order adding applicants as debtors and giving leave to serve them with amended writ March 2
- The Queen v Keepers of Peace & Justices for County of Surrey (Q.B. Crown Side)** app of dfts & Wells & anr from order of Justices Cave & Collins, dated March 7, for mandamus to Justices to enrol certificate on prosecution of T. H. Lewin April 8
- In re B. W. Jones & Solicitors' Act, 1888** app of B. W. Jones from order of Justices Denman & A. L. Smith, dated March 19, refusing to replace name on roll of solicitors April 9

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1892.

Causes for Trial or Hearing.

(Set down to Thursday, April 14, inclusive.)

Before Mr. Justice CHURCH.

Causes for trial (with witnesses).

Macdonald v Edaile act

O'Neill v Watson act

Midland Railway Co v Rylands act

Smith v Gardner act

- Ellis v Ellis** act & m f j
- Haygarth v Collings** act
- Ealing v Putnam** act
- Vincent v Ferguson** act
- Morgan v House Property & Investment Co, ld** act
- In re Shanks, dec** Bell v Vasey act
- Jobson v Palmer** act
- In re Dudding, dec** Mankin v Bantoft act & m f j
- Barnard v Johnson** act & m f j
- The Conservators of the River Thames v The London, Tilbury, & Southend Ry Co, ld** act
- White v Lilly** act
- Holdsworth v Kittoe** act
- In re J Gifford, dec** Durrant v Gifford act
- In re Registered Trade-Mark, No 37030, of Wm Powell, trading as Goodall, Backhouse & Co, and Patents, &c, Act, 1883** mot of The Birmingham Vinegar and Brewery Co, ld, to expunge Trade-Mark (Placed in Witness List for cross-examination on affidavits, by order)
- Wilkinson v Green** act & m f j
- Street v Binns** act
- In re Pearce, dec** Pearce v Crickett act
- Whadcoat v Shropshire Rys Co** act set down by debt
- Howell v Maclean** act restored by order
- Ponsford v B Smith & Sons** act
- McNeill v Bexley Heath Ry Co** act
- Jackson v Jackson** act
- In re G Douglas, dec** Coward v Winter act
- Welby v Thimbleby** act
- Edwards v Shaw** act
- Ranken v Mansell** act
- Colborne v Newmann** act set down without pleadings by order
- Stretton v Stretton** act
- Wilson v Elkington** act
- Howard v Blalberg** act set down without pleadings by order
- Bennett v Creditors' Assets Co, ld** act
- In re Wm Bradfield, dec** Bradford v Hancock originating summons to be heard in court placed in writs list for continued cross-examination of witnesses before the court
- Fields v Sykes** act
- School Board for District of West Ham v Marten** act
- Stoy v Duncan** act
- London Trust Co, ld v Mackenzie** act
- Weller-Poley v Nash** act
- Dibb v Walker (1885—D—38)** act for further hearing on C C Cert (set down by direction of registrar)
- Dibb v Walker (1891—D—875)** act
- Rendell v Bradford Old Bank** act (Bradford Dis Reg)
- Harrison v Whiting** act
- Lucas v Flanders** act
- In re Poole, dec** How v Poole act
- Boulton & Co, ld v Bradley** act
- Williams v White** act
- Muller v Borthwick, Wark, & Co** act

Procedure Summons.

- Persian Investment Corp v Malcolm Khan** appln of plts for further affidavit of documents, including pass book and cheques, and for production

- Causes for Trial (without witnesses).**
- S Judd v T Judd & ors** In re a Question between T Judd and S Judd and Married Women's Property Act, 1882 (s 17, separate use) adj summons, pt hd
- Barron v Barron** m f j (short)

- In re The Reliance Permanent Benefit Bldg Soc & Co's Acts—liability of preference shareholders (expte Official Liquidator) adj sums**
- In re Hansard Publishing Union, ld** (secret profit of promotion) expte Liquidators adj sums
- In re J Bowen, dec, James v James** appln of Exor for determination of questions arising in administration adj sums
- In re G Drury's Estate, Emery v Drury** adj sums for payment of shares purchased by the testator
- In re Letitia Trent, spinster, dec** Fleet v Shore (Order 55) adj sums
- In re London and Suburban Co-operative Stores, ld & Co's Acts (E D W Jones's case) adj sums for removal from list of contributors**
- In re Hotham, dec, Newton v Newton (Order 55) adj sums**
- In re The Duke of Marlborough's Blenheim Parliamentary Estates and Settled Land Acts adj sums**
- In re Newcastle, Northumberland, & Durham Permanent Benefit Building Soc (priority of claim) adj sums by Official Liquidator**
- In re Somers, Clarke & ors & Bedford Hotel Co, ld (contract—V & P Act, 1874) expte Bedford Hotel Co, ld, for declaration as to requisition on title adj sums**
- In re J T E Walker's Settlement Trusts Hindlip v Walker (expte Lord Hindlip) adj sums**
- In re J T E Walker's Settlement Trusts Walker v Hindlip (expte tenant for life, pltf) adj sums**
- In re Kearns, dec** Miesegae v Kearns act
- In re M Brodie, dec** Brodie v Brockwell adj sums to determine question on will
- In re Lander and Bagley's Contract & V & P Act, 1874** adj sums by proposed lessee
- In re A & W. Plackett's Registered design and Patent Designs Act, 1883—1888** motn by Messrs Plackett to rectify Register of Designs (non-writs list by order)
- Jones v Laphorne** act (Bristol Dis Reg)
- In re Joseph Jarrom, dec** Ashby v Jarrom (Ord 55) adj sums by trustees
- In re George Fisher dec** Lorange v Fisher (admn) adj sums by exors
- In re Goodwin, dec** Hooper v Large adj sums for discharge of Receiver (April 27 by order)
- In re Wm Hudson, dec** Hudson v Anderson (Order 55) adj sums
- In re The Patent Enamel Co ld & Co's Act, 1862** motn to rectify Register (Placed in non-writs list, by order, with liberty to any party to cross-examine)
- The British Assoc of Medical Electricians v Moffat** motn to restrain debt advertising himself as member of assocn (Placed in non-writs list by order—to be treated as trial if parties agree)
- In re Greenwood, dec** Greenwood v Greenwood (Order 55) expte pltf adj sums

Further Considerations.

- Harland v Hull-street Tramways Co** fur con
- In re Wood, dec** Wood v Beckwith fur con
- In re Buckner, dec** Buckner v Buckner fur con
- In re Kelland, dec** Brown v Irish fur con and adj sums as to personal estate by trustees

Before Mr. Justice NORTH.
 Causes for trial (with witnesses).
 Goodall, Backhouse & Co v Birmingham Vinegar Co, ld act
 Lichtenstein & Co v Haesler act
 Riley v Scharien act
 Brooke v Brooke act
 O'Meara v Santa Fé Land Co, ld act
 Bowles v Elleston act
 Maxim Nordenfelt Guns, &c, Co, ld v Nordenfelt act
 Raphael v Lazarus act
 Ruddy v Goddard & ors act
 Larkins v Larkins act
 Bevan v London Portland Cement Co, ld act
 Burdett v Humpage act
 Bliss v Dennis act
 In re Jones Ellis v Jones act
 Hopkinson v St James', &c Co, ld act
 Smale v Bullock act
 Bridgman v Daw act
 Pillers v Somerset Hotel Co, ld act
 Farmer v Stephenson act & motn for judgt
 Wagstaff v Ownsworth act
 Coningham v Coningham act & motn for judgt
 Simpson v Hutchins act & motn for judgt
 Lefevre v Tucker act
 Barnes v Bridgman & Bond act
 Cooke v Boddam act
 Harris v Harris act
 Quirk v Worthington Hematite Iron &c, Co., ld. act
 Heald v Incandescent Gas Light Co. ld act (not before June 14)
 Wingrove v Grant act
 Wright v Jackson act
 Dobson v Dobson act
 Guardians of Mere Union, Dorset v Lidbury act
 Forrest v Walker act
 Brew v Robotham act
 Finch v Bull act & motn for judgt
 In re Roberts, Fereday v Jesson act
 Niemann v Niemann act
 Lord Windsor v Walker act & motn for judgt
 Rasen v Atkin act
 In re Ponting's Patent, No. 5901 of 1890 petn to come on with act
 Harris v Woodward act
 Hardcastle v Smith act
 Cote v Ramsden act & mtu for judgt
 Sharman v Wickham act
 Thomas v Thomas act
 Skeffington v Franklin act
 In re Godfrey, Godfrey v Taylor act
 Baker v Lowe act
 Hollender v Hunt act
 Gough v Chambers act
 The Bristol Sublimed Lead Co, ld, v Miles act
 Republic of Chili v Royal Mail Steam Packet Co act
 Moon v Carlton Iron Co, ld act
 Crossley v Magniac act
 Morgan v Chambers act
 Bradford Old Bank ld v Clapham act
 Hunter v Dowling act
 Anderson v Edgbaston Brewery Co ld act
 Tredwell v Houghton act
 Kerosene Co ld v Harris act
 Contract Loan & Trust Corporation ld v Josz Metallochrome &c Co ld act
 Wheelwright v Mayor &c of Wakefield act
 Oppenheimer v Oppenheimer act
 Pride v Harrison act & mtu by ord
 Mayor, &c of Bedford v Hobson act
 Brierly v Walsh act
 Mantell v Mantell act
 Green v Moore act

Pearson v Union Bank of Manchester act
 Poolman v Mann, Crossman, & Paulin act
 Cameron v Whitehead act
 Overman v Monument act
 Avard v Avard act
 Manning v Nicholls act

Causes for trial without witnesses.
 Procter v Cheshire County Council act
 Tann v Blackett act & m f j
 Duke of Northumberland v Lord Percy m f j
 Rooper v Vane act
 In re Palk In re Drake Chamberlain v Drake act
 Pratt v Pratt m f j
 Newton v Gt Northern Ry Co act
 Falcon v Postlethwaite act
 Rogers v United Welsh Slate Co, ld m f j (short)

Adjourned Summonses.
 In re Dalton Time Lock Syndicate, ld, and Cos Acts Expte J R Christie & anr (1887, D 964)
 In re Same Expte J R Christie & anr (1887, D 963)
 In re Bowes, Earl of Strathmore v Vane
 In re J Smith, Hill v Hastwell
 In re Williams, Morgan v Williams Lock v Pearce & mot by order
 In re Francis Francis v Francis
 In re J Bowes Earl of Strathmore v Vane (expte deft E J Western)
 In re Power Nixon v Watson
 In re Elam Rushton v Elam
 In re Sargent Hulbert v Blogg
 In re Lodge & Jewitt and V & P Act, 1874
 In re Barker Buxton v Campbell Fennel v Gray
 In re Atkinson Wilson v Atkinson Stevens v Bolton
 In re Rook Jones v Rook
 In re Elam Rushton v Elam
 In re Muir Muir v Gould
 Haigh v West
 In re Martin Thompson v Martin Barber v Mackrell
 In re Windsor Windsor v Stevenson
 In re Gue Smith v Gue
 In re Lane Young v Harnden
 In re Hambleton Hambleton v Hambleton
 In re Hamilton & Settled Land Act, 1882
 In re Brougham & Conveyancing Act, 1881
 In re Taylor Asser v Smith
 In re Lawson & 10 & 11 Vict c 96
 In re Farlow (taxation)
 In re Isaacs Keizer v Levy
 In re Rankin McIver v Rankin
 In re McGrath & ors, infants
 Swan v Mellen
 In re Munk Swanzy v Clark
 In re Bagge & Care & V & P Act
 In re Taylor Taylor v Taylor
 In re Fry Vellacott v Fry
 In re Brown, Brown v Brown
 In re Pilcher, Wood v Gibbs
 In re Wells, Greenfield v Shipway
 In re Wenham, Hunt v Wenham
 In re Hulton, Lister v Hulton
 In re Adams, Adams v Adams
 In re Kelsey, Kelsey v Kelsey
 In re Whorlton, Grage v Potts
 In re Percy, Whitwham v Percy
 In re Oman, Davis v Oman
 In re Humphrey, Humphrey v Humphrey

Further Consideration.
 In re Holden, Hind v Taylor f c

Before Mr. Justice STIRLING.
 Causes for trial (with witnesses).
 Matabeleland Co, ld v British South Africa Co, ld act

Callaway v Wade act
 Elliot v Wilts and Dorset Banking Co, ld act
 Edwards v Evans act
 Castle v Robinson act
 Robson v Steriline, ld act
 Webb v Shropshire Railways Co act
 In re Pratt Driver v Ede act
 Ede v Shuff Shuff v Ede act
 To come on together by order
 In re Veysie Millard v Veysie act
 Bird v Pratt act
 Lord Abingdon v Duchess of Marlborough act
 Miers v Kempthorne act
 Kempthorne v Miers Kempthorne v Miers act & m f j
 Reeder v Walker act
 Scholey v Peck act
 Davis v Jackson act
 Leathers v Leathers act
 Morley v Loughnan act
 Piggott v Waller act
 Adams v Darley act
 In re Pattinson Pattinson v Rigg act
 Chapman v South Metropolitan Gas Co act
 New Cross and District 282nd Starr Bowkett Bldg Soc v Price act
 Hutt v Hewitt act & m f j

Point of Law.
 Bastian v Bullmore point of law (set down pursuant to order dated 21 March, 1892)

Causes for Trial without Witnesses and Adjourned Summonses.
 Gale v Franklin adj sums dated July 29, 1891
 Same v Same adjd sums dated July 24, 1891
 In re Griffiths Huggins v Cripps act
 Folitt v Eddystone Granite Quarries ld act and sums
 In re Witwatersrandt Venture Syndicate Gold Mining Co ld adjd sums (claims of Lysley & ors) pt hd
 Flegg v Prentis act & motn for judgt
 In re Woodman Dowding v Smith adjd sums
 In re Donisthorpe Donisthorpe v Biggs adjd sums
 In re Dealtry Davenport v Dealtry adjd sums
 Miers v Kempthorne adj sums
 In re Green & Smart's Contract and V & P Act adj sums
 In re Grey Grey v Earl Stamford adj sums
 In re J D Williams Williams v Williams adj sums
 Jones v Earl of Jersey sp c
 In re Waller Hearn v Waller adj sums
 In re Thompson Thompson v Hattersley adj sums
 In re Northey Bowden v Stevenson
 In re Trollope and Winckworth adj sums
 In re Hirst Hirst v Hirst adj sums
 In re Haigh Rhodes v Greenwood adj sums
 In re Parkin Hill v Schwarz adj sums
 Shoobred v Leslie (In re Cutler) two adj sums
 In re Baker Tattersall v Tattersall adj sums
 Johnson v Edge adj sums
 Andrews v Crisp m f j
 In re Bouverie Bouverie v Anderson adj sums
 In re Atkinson Barbers' Co v Smith adj sums
 Timmins v Mills m f j short
 In re Aurum Co, ld, & Co's Acts adj sums

Sivenyard v Clarke adj sums
 In re West Lancashire Ry Co adj sums
 In re Stokes Parsons v Miller adj sums
 In re Abbott Peacock v Abbott adj sums
 In re the Publishing Co, ld adj sums
 Hughes v Brush adj sums (expte plt)
 Hughes v Brush] adj sums (to strike out affidavits)

Further Considerations.
 In re T Tier Norris v Tier fur con
 In re T L Smith Cliffe v Smith fur con
 In re Waller Waller v Waller 2nd fur con
 Lafone v Huth fur con & sums (restored)
 In re Kulberg Wenershorn v Hammersley fur con

Before Mr. Justice KEKEWICH.
 Causes for trial (with witnesses).
 Weston v Gillespie act
 Procter v Perry act
 Godman v Herbert Herbert v Godman act
 Flint v Howard act & m f j
 Cook v Cook act
 Burnaby v Hurt Hurt v Fitzgerald act & m f j
 Jones v Howell act
 Wieland v Ledger act
 Bell v Harrison act
 In re Santa Rosalia del Carmen Mexican Copper Co ld & Co's Acts m (witns list by order)
 Official Liquidator of The Blackburn, &c Bldg Soc v Welby act
 Watkinson & Sons ld v London & South Wales Coal Co ld act
 Tucker v Vowles act
 In re Lloyd-Edwards Priestley v Trench act
 Stebbing v D'Ardenne act
 In re Bushnell Bruton v Martin act
 Capell v Humble act
 Pugh v Farnan act
 Paine & Co v Daniel & Sons' Breweries act
 In re McWilliam Lockhart v McWilliam act
 Nat Telephone Co, ld v Baker act
 Dixon v Franklin act
 Bliss v Evans act
 Willey v Broadbent act
 Power v MacLachlan, Power v Power act
 Ruddeforth v Metropolitan Coal Consumers' Assoc, ld act
 Norval v O'Callaghan act
 Langston v Milbourn act
 Whitley v Challis act
 Chadburn v Moore act
 Corbett v Jonas act
 Bergl v Ind. Coope, & Co, ld
 Whitchlow v Tebbett Bros act
 Montgomeryshire Brewery Co, ld v Miller act
 In re Fish, Bennett v Bennet act
 Smith v General Finance & Industrial Corp, ld act
 Crole Rees v Surrey & General Land Co, ld act
 Scatliff v Forrest act
 Allinson v Deverell act
 Evans v Heaver act
 Gedgo v Tarn act
 Palmer v Storey act
 Wemyss v Bourke, Sandys, & Co act
 Salmon v Hammond act
 Managers of Met. Asylum District v Vestry of Fulham act
 In re Dexter's Trade-Mark and Patents, &c, Acts motn
 In re Wills's Trade-Mark & Patents, &c, Acts motn

Pink v Federation of Trades and Labour Unions act & m f j
 Bell v Bell act
 Gill v Cogswell act
 Hope v Clark act
 Morse v Baker & Sons act
 Thomas v Thomas act
 Wotton v Millman act
 Mackie v Solvo Laundry Supply Co, ld act
 In re Ross Ross v Long act
 Gilson v Kinsey act
 In re James Barclay v Lucas act
 Wright v Walford act
 Helder v Union Bank of Scotland, ld act
 Dewrance & Co v Billington & Newton act
 Beasley v Beasley act
 Hughes v Gillow & Co act
 Knight v Kent, Sussex, & General Land Soc, ld act
 Perkins v Same Soc act
 Berryman v Duff act
 In re Gedy & Sons & Trade-Mark 77,745 motn (to come on after No 1 by order)
 Sharp v Sharp motn (to come on after In re Gedy & Sons by order)
 Belgravia Freehold Land Co v Vivian act
 Stephenson v Christian Christian v Stephenson act
 Royal College of Physicians in London v General Medical Council act
 Selby v Bothamley act
 Maitland v Bagnell act
 Industrial Assee Co of Great Britain ld, v London, Edinburgh, &c, Assee Co, ld act

Point of Law.

Blaiberg v Medhurst point of law (to come on with wtns act No 12)

Adjourned Summonses.

In re Meux & Co, ld, & Co's Acts restored
 In re Craven Whitham v Woodhead pt hd (not before 3 May)
 In re Land Development Assoc ld & Co's Acts (for order to tax)
 In re Same & Co's Acts (to hand over papers)
 In re C. Doane Symonds v Artists' Benevolent Fund, &c
 Munns v Howard
 In re Gem Glass Co ld & Cos Acts

QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1892.

SPECIAL PAPER.

For Argument.

1891.

Set down 29 Oct, due 3 Nov J R Pakeman In re an Arbtn between Knight & The Tabernacle Bldg Soc Special case S O until after the decision of the House of Lords

1892.

Set down 18 Jan, due 26 Jan F J Abbott Surbiton Improvement Commrs v Governor & Co of the Chelsea Waterworks Special case
 Set down 15 Feb, due 20 Feb Rowcliffes & Co County Council of Montgomeryshire v Jones & anr Special case

Set down 5 April, due 11 April Ellis, Munday & Co Berwick & Co v Matthews Special case
 Set down 6 April, due 12 April W E Brook Duke v Robinson Special case

Set down 11 April, due 16 April J Plaskitt Turner & ors v Cox & anr Points of Law

OPPOSED MOTIONS.

For Judgment.

In re West, King, & Adams, gent Expte Clough & anr heard Feb 4 before the Hon Mr Justice Cave and the Hon Mr Justice Vaughan Williams

For Argument.

The Notre Dame des Victoires Transvaal Gold Mining Co v Wynne part heard March 10, before the Hon Mr Justice Cave and the Hon Mr Justice Henn Collins

In re D. Fagan Fagan v Fagan
 In re T. Smith Smith v Smith
 In re Willoughby Bates v Rumball
 In re Beddoe Downes v Cottam
 In re Green Clemow v Clarke
 In re Clayton Dickinson v Clarke
 In re Butler Le Bas v Herbert
 Expte Duke of Marlborough (pnsn)
 In re Bennett Bennett v Dashwood
 In re National Whole Meal Bread, &c Co ld
 In re Mansfield Mansfield v Mansfield
 Schneider v Mills
 In re Rodger Harford v Rodger
 In re Met Coal Consumers' Assoc ld & Co's Acts (J. Napier's case)
 In re Cardwell Clark v Cardwell
 In re Batterham West v Batterham
 In re Henderson Stephenson v Nesbit
 In re Waters Waters v Mumford
 In re Turner Turner v Fitzroy
 Bolton v Ridley
 Hargreaves v Taylor
 Briscoe v Axworthy
 In re Strawbridge Ingram v Bryant

Causes for Trial (without witnesses).

The Onward Bldg Society v Smithson act

In re Robinson Pattison v Wilkinson motn for judgt restored as short

Tunbridge v Daily m f j
 Fairbank v Pinchbeck m f j

Thomas v Thomas m f j
 Snow v Boycott act & m f j

Price v Williams m f j & m (to come on when ripe for hearing)

Marling v Lund Lund v Lund act and m f j

Bills v Mayor &c of Queensborough action

In re Henlock Henlock v Henlock m f j
 Young v Jarvis act & m f j

Further Considerations.

Williamson v Hine Bros fur con
 Halifax Joint Stock Bkg Co, ld v Gledhill fur con

In re T Smith Dew v Kennedy fur con

Howlett v Howlett fur con
 Griffiths v Hughes fur con (adjd from Chambers)

Gordon v Bond (Long, clmt) part heard April 13, before the Hon Mr Justice A L Smith and the Hon Mr Justice Wright

Same v Same (Long & anr, clmts) part heard April 13, before the Hon Mr Justice A L Smith and the Hon Mr Justice Wright (S O to give time to Official Receiver to formulate claim)

Blake v Prior part heard April 13, before the Hon Mr Justice A L Smith and the Hon Mr Justice Wright (S O until after discovery on both sides)

Fraser v Alldays

In re a Solicitor, Expte Incorporated Law Soc (S O for further report)

In re a Solicitor, Expte Incorporated Law Soc

Fox v De Veysey

Mitchell v De Veysey

Deakin v Salt Union, ld

Nuttall v Mayor, &c, of Manchester

Cave v Leslie

Case v Willis

In re a Solicitor, Expte Incorporated Law Soc

Taunton, Delmard, Lane, & Co v Graydon Gun, &c, Syndicate, ld

British Linen Co Bank v Anglo-Siberian Trading Syndicate, ld

Cox v Hill

Bodkin v Walford

In re a Solicitor, Expte Incorporated Law Soc

Pease v Hall

In re an Arbtn between the Mayor, &c, of Oswestry & Messrs John Jevons & anr

Woolley & ors v Broad

Leadville Mines, ld v Green

The Britannia Co v Baker & anr

Townend v Robinson

Westmacott v Burr

Rand v Bodecker

Stocker v Heggerty

Keen v Moore & Co

Simon v Jarvis

The Banque Federale v Munk & ors

Hughes v Smith

Millicich v Lloyds

Same v Same

Harris v Goodwin

Halford v Claxton

Varty v The National Litho & Printing Co

Bowler & anr v Francis

Lockwood & Co v Rowdon

In re an arbtn between Stephens, Smith & Co & the Liverpool & London & Globe Insee Co & ors

Christopher v H M Postmaster-General

Jackson v Handyside & Co ld

In re a Solor Expte Incorporated Law Soc

Keen v Gutensolm

Wilkinson & anr v Starkey & anr

McGibbon & anr v Crick

The Anti-Friction, &c Co ld v Shauschieff & anr

Harris & Sons v Judge

Hodgson & anr v The Equitable Life Assee Soc of the United States

Boaler v The British Medical, &c Assoc ld & anr

Jay & Co v Nedham

Cohen v Foster & anr

Van Sandau & Co v Walker

The Central Bank of London v Fraser

Veale v Herd

Roberts v Jones (Roberts garnishee)

Stephens v The Clerical Medical and Gen Life Assee Co & anr

Pears v Scott & anr

In re a Solor Expte The Incorporated Law Soc

In re a Solor Expte The Incorporated Law Soc

In re a Solor Expte The Incorporated Law Soc

Newcourt v Brown

Collis v Balfour & anr

Dalley v Hole

Charles v Sheppard

Chamberlain v Germaines

Satchwell v Clarke

Pettifer & anr v Pettifer

McCool & ors v Stengell & ors

Attorney-Gen at the relation of the Wallasey Local Board & ors v Logan & ors

Hudson & Son v James urgent

Smith & Co, ld v. Badham & Co

Caudery v Finnerty

CROWN PAPER.

For Judgment.

Middlesex Churchwardens, &c of Norwood v Salter Magistrate's case (c a v—coram Hawkins, J & Collins, J)

For Argument.

Surrey, Kingston Wimbledon Local Board v Underwood (Simmons, clmt) county court Clmt's app (S O till judgt in House of Lords in Woodward v Heseltine)

Middlesex, Shoreditch Meek v Witherington County Court Plntff's app (S O for "How v L & N W Ry Co")

Dorsetshire, Blandford Farquharson v Morgan county court pl't's app

Essex Bradley & anr v Rose Magistrate's case
 Kent, Bromley Moody v Tree (jun) county court def't's app
 Lancashire, Preston Todd v Johnson & anr county court pl'tf's app
 Gloucestershire, Bristol Kerslake v Skevington county court def't's app
 Lancashire Freer v Murray & ors, Jj, &c quarter sessions Respondents' nisi to quash
 Liverpool Graham & ors v Nott-Bower & anr Magistrate's case
 Worcestershire, Dudley Wright & Co v Owens & Co County Court Def'ts' app
 Northumberland, Newcastle-on-Tyne Pinkerton v Newcastle, &c, Gas Co County Court Def'ts' app
 Wiltshire, Salisbury Ruddle v Roberts County Court Pl't's appl
 Surrey, Southwark Tilling v Balmain County Court Pl't's appl
 Surrey, Lambeth Iles & Co v Stevens County Court Def't's appl
 Essex, Colchester Webb & Sons v Scrutton (Went, clmt) County Court Clmt's appl
 Wolverhampton Morris v Corbett Magistrate's case
 Lancashire Sharpe v Hughes & ors, Jj, &c Quarter Sessions Appt's nisi to quash
 Cent Crim Court The Queen v Bonaparte & anr (expte Bonaparte) Nisi for certiorari for indictment
 Sussex, Brighton Tipson (trading, &c) v Hornby, Unwin & Co (Carvill, trading, &c, clmt) county court pl't's app
 Surrey, Croydon Coldwells & anr v Smart orse Bishop (Consolidated Co, clmts) county court clmts' app
 Yorkshire (W.R.) Ambler v Low Moor Coal & Iron Co Magistrate's case
 Kent, Sittingbourne Lake (the younger) v Vinnicombe county court dft's app
 Plymouth Percy v Debnam Magistrate's case
 Suffolk, Ipswich Armitage & anr v Fison & Co county court prohibition app from chambers
 Middlesex, Edmonton Greenwood & anr v Widow county court pl'ts' app
 Middlesex, Clerkenwell Sparks v Lansdown county court pl't's app
 Met Pol Dist London County Council v Pearce & anr Magistrate's case
 Kent, Bromley Marshall v Bennett county court pl't's app
 Shropshire, Shrewsbury Davies v Gardner county court pl't's app
 Carnarvonshire, Bangor Griffith & Co v Williams (Alsopp & Sons ld, clmts) County Court pl'ts' app
 Gloucestershire The Queen v Curate, &c of St Mary-de-Lode (expte Price and ors) Nisi for mandamus
 London Greening v Reeder Mayor's Court pl't's app
 Yorkshire, Bradford Forsyth v Deacon & Sons County Court def'ts' app
 Met Pol Dist Ellis v Plumstead Board of Works Magistrate's case
 Cheshire Hamilton orse McConville v Walker Magistrate's case
 Same Same v Same Magistrate's case
 Middlesex, Westminster Lockyer v International Sleeping Car & European Express Trains Co County Court pl't's app
 Yorkshire (W R) Marchant (on behalf, &c) v Fletcher Magistrate's case
 Derbyshire, Alfreton Bunting v Palmer-Morewood County Court pl't's app
 Middlesex, Clerkenwell Freeman v Freeman (Freeman clmt) County Court Clmt's app
 London Fairbairn & ors v Longden & ors Mayor's Court Prohibition App from chmbrs
 London Young, the younger v Towers County Court Pl'tf's app
 Somersetshire, Yeovil Wilnot (by her next friend) v Darby & anr Def't Kennedy's app
 Middlesex, Shoreditch Dott, an infant (by his next friend) v Addis County Court Pl'tfs' app
 Dover Baldwin v Justices of Dover Magistrate's case
 London The Queen v City & South London Ry Co (expte Saqui & anr) Nisi for certiorari for inquisition for compensation
 Yorkshire, Halifax Bottomley v Crowther County Court Def't's app
 Kent, Bromley Isard v Lansbury & anr County Court Pl'tf's app
 Stafford Carle v Elkington Magistrate's case
 Lancashire, Rochdale Henry v Pilling County Court Pl'tf's app
 Yorkshire, Sheffield Jenkinson v Nield & anr County Court Pl'tf's app
 Essex, Romford Rice v Roy (sued &c.) County Court Def't's app
 Devonshire, Honiton Sellek v Seward County Court Pl'tf's app
 London West Ham Union v Churchwardens, &c, of St Matthew, Bethnal Green Quarter Sessions appt's nisi to quash
 Essex Brown v Allen Magistrate's case
 Surrey, Lambeth Brierley v Dewrance & Co County Court def'ts' app
 Carnarvonshire, Portmadoc, &c In re North Wales Gunpowder Co (expte off rec, &c) County Court off rec's app
 Middlesex, Bow Hewlett v Allen (trading, &c) County Court dft's app
 Glamorganshire, Merthyr Tydfil Lewis v Daniell County Court Def't's app
 Glamorganshire The Queen v Jj of Glamorgan (expte Pearce & Co) Nisi for mandamus to hear app
 London The Queen v Thornton & anr, Jj, &c & London County Council & their Clerk (expte Churchwardens, &c of St Mary, Battersea) Nisi for distress warrant
 Middlesex, Shoreditch Ogg v Booker (Booker, clmt) County Court pl't's app
 London Mills v Carson & anr County Court def't's app
 Bedfordshire, Biggleswade Cooper v Midland Railway Co County Court pl't's app
 Middlesex, Westminster Chappell v Smith county court defendant's appeal

Cheshire Woolley v Meredith Magistrate's case
 Middlesex, Bow East London Waterworks Co v Kellerman county court plaintiffs' appeal
 Lancaster Evans v Gornall Magistrate's case
 Lancashire, Ashton-under-Lyne Drake & Son v Northern Enamelled Iron Co, ld county court Plaintiffs' appeal
 Glamorganshire, Swansea Walsh v Retekin county court Defendant's appeal
 Bodmin, Cornwall The Queen v Mayor of Bodmin & ors, Jj, &c (expte Edyvean) Nisi for mandamus to appoint clerk
 London Gebhardt v Saunders & ors county court Plaintiff's appeal
 Cumberland Hope v Warburton Magistrate's case

REVENUE PAPER.

Causes for hearing.

Attorney-Gen v His Grace the Duke of Rutland By English information
 Attorney-Gen v Robertson By English information and answer

Cases as to Income Tax and Stamp Duty.

Andrews (Surveyor of Taxes), applt, and The Mayor, &c, of Bristol, Respt The Anglo-Continental (late Ohlendorff's) Guano Works, Appls, and Bell, (Surveyor of Taxes), Respt
 Phoebe Green (Widow), Applt, and Vivian (Surveyor of Taxes), Respt
 Rothschild & Sons, Appls, and The Commissioners of Inland Revenue, Respts
 Steele, Applt, and Fowler (Surveyor of Taxes), Respt

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANTI-FRICTION CONVEYOR AND GRINDING MACHINERY CO, LIMITED—Petn for winding up, presented April 27, directed to be heard before Kekewich, J., on May 7. Everett, Chancery ln, solors for petners. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 6.
 BRANOVIN & CO, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to James Luckin, of Bank Chambers, Chelmsford. Dangerfield & Blythe, Craven st, solors for liquidator
 IBERIAN ASSOCIATION, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to J. Hy. A. Smith, 64, Austinfriars
 JESUP & CO, LIMITED—Petn for winding up, presented April 25, directed to be heard before Chitty, J., on May 7. Shaen & Co., Bedford row, solors for petner. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 6
 JOHN LONG & CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Hugh Limebeer, 11, Queen Victoria st
 JOSEPH BUTTERWORTH & SON, LIMITED—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to Herbert Kidson, 6, St James's sq, Manchester
 MICROBE SPECIFIC CO, LIMITED—Creditors are required, on or before June 9, to send their names and addresses, and particulars of their debts or claims, to Alexander Jackson Leese, 31, Lombard st. Brook, Clement's lane, solicitor for liquidator
 MOREWOOD & HEATHFIELD, LIMITED—Petn for winding up, presented April 25, directed to be heard before North, J., on May 7. Whitehead, Fleet st, agent for Milward & Co, Birmingham, solors for petners
 MOUNTAIN LEDGE GOLD MINING CO, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen st place
 NATIONAL SECURITIES CORPORATION, LIMITED—Petn for winding up, presented April 27, directed to be heard before Chitty, J., on May 7. Perkins & Sawyer, Laurence Pountney lane, solors for petner. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 4
 PATENT FUEL & ICE SYNDICATE, LIMITED—Petn for winding up presented, April 26, directed to be heard before North, J., on Saturday, May 7. Beecher, Bedford row, solor for petners. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 6
 ROYAL TRUSTS, ASSETS, AND SECURITIES INSURANCE CORPORATION, LIMITED—Petn for winding up, presented April 26, directed to be heard on May 7. Goldring & Co, Abchurch lane, solors for petner. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 6
 "VALERCA" S STEAMSHIP CO, LIMITED—Creditors are requested to send the particulars of their debt, claims, or demands to Mr James Henry Goodyear, on or before June 2
 WILLIAMS, ARNOLD, & COLLEY, LIMITED—Creditors are requested, on or before May 10, to send their names and addresses, and the particulars of their debt or claim, to Jas Wolstenholme, St Peter's close, Sheffield

FRIENDLY SOCIETIES DISSOLVED.

ANGLESEY WORKING MEN'S FRIENDLY SOCIETY, Llangefni, Anglesey. April 25
 BRUNSWICK LODGE, Branch of the Old Druids, Bull Hotel, Abergele, Denbigh. April 25
 FREEBORN BRITONS SOCIETY, Running Footman, Charles st, W. April 27
 GOOD INTENT LODGE, Order of Druids Society, Crow Orchard Inn, Skelmersdale, Ormskirk, Lancashire. April 25
 MANTON, CLEATHAN, AND TWOHROO PIG CLUB SOCIETY, Cleatham villa, Manton, Kirtton in Lindsey, Lincoln. April 25
 REGISTRARS AND GENERAL ASSURANCE SOCIETY, 7, Furnival's inn. April 25
 WIDOW AND ORPHANS' FRIENDLY SOCIETY, Navigation Inn, Fazeley, Tamworth, Stafford. April 25

London Gazette.—TUESDAY, May 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLIANCE TEA CO, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to Richard Garnant Cawker, 11, Temple st, Swansea
 C. H. HEALING, LIMITED—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to John Henry Jenks, 43, New Broad st. Savage, Ludgate hill, solor for liquidator
 LONDON AND CONTINENTAL COAL AND SHIPPING CO, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or

claims, to Edward Aiebitt Gibson, Esq., 118, Bishopgate st Within. Parker, Bishopgate st Within, solicitor for liquidator
PERNARTH SLATE AND BUILDING MATERIAL SUPPLY CO., LIMITED—Creditors are required, on or before May 31, to send their names and addresses, together with full particulars of their debts or claims, to Mr. Alfred T. Taverner, 1, James st, Cardiff
WELSH ATHLETE AND WEST OF ENGLAND CYCLING NEWS CO., LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the names and addresses of their solicitors, to Frederick Noah Jones, Park chmbrs, Westgate st, Cardiff

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.
London Gazette.—TUESDAY, April 26.

ARMSTRONG, WILLIAM THOMAS, York, Commission Agent June 11 Turner, York
 BAKER, HENRY, Freiston, Lincs, Farmer May 4 Waite & Co, Boston
 BARKER, SOPHIA RAYMOND, Milford Lodge, nr Godalming, Surrey June 1 Wade & Lyall, St Helen's pl
 BECKLES, Rev HENRY McLEOD, 'Worthing, Clerk May 21 Taylor & Co, Gt James st, Bedford row
 BELHAM, STEPHEN, Buckingham Palace rd, Builder May 30 Worrell, Coleman st
 BROOKS, WILLIAM, Oxford st, Tobacconist June 7 Jackson & Wright, Lincoln's inn
 BROWN, HENRY, Longridge, Lincs, Cab Proprietor May 23 Clarke, Preston
 BURFORD, JANE, Romford rd, Stratford June 1 Hunter, Coleman st
 BUTTON, WILLIAM, West Thurrock, Essex, Gent May 21 Hatton & Asplin, Grays
 COOKE, WILLIAM MARTIN, Lee pl, Upper Clapton, Esq, M D June 1 Lindsay & Co, Rivinghall st
 CRONE, JOHN, Penrith, Cumbria, Esq July 1 Weightman & Co, Liverpool
 CROOK, GEORGE, Tiverton, Devon, retired Farmer June 1 Loosemore, Tiverton
 DICKINSON, Dr WILLIAM WOOD, Uffculme, Devon June 30 Michell, Wellington
 FRYER, AMELIA ANN, Fulham rd May 31 Bernard Holloway, Hazelville rd, Hornsey lane
 GARTON, THOMAS, Welbourn, Lincs, Farmer May 14 Tweed & Co, Lincoln
 GLASS, RICHARD ATWOOD, Dunster, Somerset, Esq June 1 Warty, Shaftesbury, Dorset
 GOLDING, EMMA, Woodford Wells, Essex May 31 Marsden & Son, Queen st
 GOODRICH, MARY MILES, Walton st, Pont st May 31 Whitcombe & Gardom, Gloucester
 HALL, LEIGHTON HENRY, Chestnut villas, Goldsmith rd, Leyton, Gent May 31 Burrows, Finsbury pavement
 HARRIS, THOMAS FREDERICK, Spencer rd, Brixton May 21 Lovell, Monument bldgs, and Brixton rd
 HICKS, ALFRED, King st, Covent Garden, Solicitor June 1 Hicks & Co, King st, Covent Garden
 HOOTON, CHARLES, Bickerton rd, Upper Holloway, Gent June 8 Nevill, Farnival's inn, Holborn
 HOFF, CHARLES CHRISTIAN, Manor rd, Stoke Newington, Esq May 28 Cruemmann & Rouse, Philpot lane
 HOWELL, MARY, Weston super Mare May 7 Smith & Sons, Weston super Mare
 HULME, WILLIAM, Hanley, retired Potter's Fireman May 14 Heath, Hanley
 INNS, RICHARD, Barnsley, Esq May 31 Tyas & Son, Barnsley
 JAMESON, WILLIAM PATILLON, West Brighton, Commander in RN Sept 1 Campbell & Co, Warwick st, Regent st
 JONES, JOHN, Liverpool, Solicitor May 31 Oliver & Co, Liverpool
 KEMPT, MARY ANNE, Stratford rd, Kensington June 28 Renard, Talfourd rd, Peckham
 LANGFORD, WILLIAM, Ball's Pond rd May 31 Taylor, South st, Finsbury sq
 MANNING, JANE, Rendham, Suffolk June 3 Westorp & Co, Ipswich
 MARTIN, GEORGE, Newtown, Sydney, New South Wales, Tailor May 31 Budd & Co, Austinfriars
 MILFORD, SCHREY CHARLES, Shirland gardens, Paddington, Major General June 1 Poulter, Lincoln's inn fields
 MORLEY, JOSEPH, Lendenham, Lincs, Farmer May 14 Tweed & Co, Lincoln
 NEWBY, JOHN, Small Heath, nr Birmingham, Metal Roller June 1 Rowlands & Co, Birmingham
 PAGET, JOSEPH LANE, Bath, Baker May 12 Tittley, Bath
 PATERSON, JAMES, Templar st, Camberwell May 24 Lovell, Monument bldgs, and Brixton rd
 PAWSON, WILLIAM HARGREAVE, Shawdon, Northbrid, Esq June 4 Flux & Co, Leadenhall st
 PHILBRICK, FREDERICK BLOMFIELD, Wakes, Colne, Essex, Gent May 30 Prior, Colchester
 PRATT, JANE, Eastbourne May 20 Coles & Co, Eastbourne
 ROGERS, JANE, Healey, Rochdale May 31 Mellor, Rochdale
 ROWLES, SARAH, New Windsor May 28 Long & Co, Windsor
 SARGEANT, ELIZABETH, Colchester May 23 Prior, Colchester
 SHARP, WILLIAM, Lindal-in-Furness, Dalton, Lincs, Farmer May 31 Tyson, Dalton-in-Furness
 SHEARMAN, EMMA, Clarendon villas, Culverden rd, Balham June 1 Streeter, Croydon
 SHORT, CHARLOTTE, Andradale rd, Greenwich May 16 Winch & Greensted, Sittingbourne
 SHORT, HARRY, Greenwich, Railway Clerk May 16 Winch & Greensted, Sittingbourne
 SIMPSON, WILLIAM, Edgware rd, Oil Merchant May 31 Morley & Co, Gresham House, Old Broad st
 SMITH, THOMAS HENRY, Birmingham, Engraver June 1 Rowlands & Co, Birmingham
 STEWARD, GEORGE, Balsall Heath, Worcs May 23 Ansell & Ashford, Birmingham
 SUTCLIFFE, ABRAHAM, Rochdale, Woollen Carder May 24 Molesworth & Cheetham, Rochdale
 THURSTANS, JAMES HENRY, Southsea, Gent June 7 Hyde & Hobbs, Portsmouth
 WELCH, HENRY PILCHER, Rastcheap, Australian Merchant June 30 Caddy, Chancery lane
 WESTERBECH, ARTHUR ALEXANDER, West Brighton, Gent June 21 Barrett, John st, Bedford row
London Gazette.—FRIDAY, Apr. 29.
 ALEXANDER, ALFRED, Fenchurch st, Merchant July 1 Gosnell & Tiernay, Finsbury pavement
 ANDREAS, JOHN CHARLES, Bell house, Clapham Common, Esq June 30 Andreas, Eastcheap bldgs, Eastcheap
 AUNE, SARAH ELIZABETH, Tregunter rd, Brompton June 21 Tomlin & Son, Old Burlington st
 BARTHOLOMEW, GEORGE WILLIAM, CRANES PARK, Surbiton, Esq June 1 Shepherds, Finsbury circ
 BATH, HARRIETT, Downager Marchioness of, Worthing May 25 Farrier & Co, Lincoln's inn fields
 BECKING, HENRY, Hove, Sussex, Grocer June 7 Nye, Brighton

BEVERLEY, BRIDGET, Virginia rd, Leeds June 1 Lodge, Wakefield
 BLAND, SOPHIA, Bath July 1 Press & Inskip, Bristol
 BULLOCK, SOPHIA, Buckhurst Hill, Essex June 1 Van Sandau & Co, King st, Cheapside
 BUTTERWORTH, JAMES BANKFORD, Manchester, Yarn Agent June 4 Nicholls & Co, Altrincham
 CABLE, JOHN, Southsea, Steward in the Navy May 30 Addison, Portsmouth
 CHRISE, WILLIAM, Sunderland June 1 Chrisp, jun, Sunderland
 CLARKE, GEORGE, Leekhamstead, Bucks, formerly Farmer June 1 Small, Buckingham
 COODE, Sir JOHN, Norfolk sq, Hyde pk, K.C.M.G. June 24 Nisbet & Co, Lincoln's inn fields
 COPLAND, CAROLINE STEWART, Overcliff, Gravesend June 1 Shaw & Co, Gray's inn sq
 CROFTS, MARY, Derrington, Barham, Kent July 1 Plummer & Fielding, Canterbury
 CROOKSHANK, HARRIETT, High st, Harlesden June 10 Crookshank & Leech, Coleraine co Londonderry
 DAVIES, HANNAH, Monmouth May 30 Powles & Vizard, Monmouth
 DOBSON, JONAS, York, Coal Dealer June 1 Crumby, York
 DONALD, THOMAS CALLENDER, Brighton, Gent May 31 Moore, Liverpool at Station
 ELLERTON, JANE FRANCES, Aberford, Yorks June 30 Sangster & Coleman, Pontefract
 FIERVILLE, CHARLES JACQUES MARION, Bideford, Devon, Gent June 4 Stewart & Co, Wakefield
 FLOOD, SARAH, Sturry, Kent Aug 1 Plummer & Fielding, Canterbury
 FOX, JOHN, Wroton, Oxon, Farmer June 1 Kilby & Mace, Banbury
 GODSMARK, ELIZA, Cuckfield, nr Hayward's Heath, Sussex June 14 Pearless & Sons, East Grinstead
 GRANT, WILLIAM JAMES, Colebrooke row, Islington, High Bailiff of the City of London Court June 6 Chandler, Finsbury pavement
 HANKEY, FREDERICK ALERS, Chertsey, Surrey, M.P. June 13 Hollams & Co, Mincing lane
 HARVEY, EDWARD, Scarborough, Lieut-Col (retired) H.M.'s Indian Forces May 25 Woodall & Bedwell, Scarborough
 HENRY, Lieut-Col ROBERT EDWARD, Stanhope grdns, South Kensington June 30 Dommett, Gresham st
 HOBSON, HENRY, Hogsthorpe, Lincs, Builder May 10 Rhodes & Carnley, Alford
 HOLLELY, JOHN, Dronfield, Derby, Hat Maker May 29 Lucas, Dronfield
 HOPE, WILLIAM, Monkwearmouth May 31 Stockdale, Sunderland
 HORSFALL, WILLIAM JOHN, Halifax, retired Grocer June 15 Wavell & Co, Halifax
 JOHNSON, CATHERINE SARAH, Cherterton, Cambs June 24 Eaden & Knowles, Cambridge
 JORDAN, WILLIAM, Chacton Kings, Glos, Gent May 26 Bubb & Co, Cheltenham
 KEEN, JOHN, Wollaston, nr Stou-bridge May 17 Cooksey, Old Hill, S'ts
 KINGDON, JANE, Taddyforde, Exeter May 31 Bremridge & Luke, Exeter
 KINGDON, KENT, Taddyforde, Exeter, Gent May 31 Bremridge & Luke, Exeter
 LEWIS, PHINEAS, Clifton gardens, Maida Vale, Paddington, retired Merc'ant June 3 Fox, St Mary's sq, Paddington
 LOCKYER, GEORGE, Bristol, Charcoal Manufacturer July 1 Press & Inskip, Bristol
 MACLEOD, WILLIAM EDMONSTONE, Craven rd, Hyde Park, retired Major-General of Bombay Army June 1 Williams & James, Thames Embankment
 MALLORY, HENRY, Cheltenham, Ironmonger May 23 Bannister & Co, John st, Bedford row
 MANNING, His Eminence HENRY EDWARD, Cardinal Archbishop of Westminster June 4 Witham & Co, Gray's inn sq
 MASON, CHARLES, Southampton, Umbrella Maker June 8 Hallett, Southampton
 MAUDE, CHARLOTTE, Tregunter rd, Brompton June 21 Tomlin & Son, Old Burlington st
 MAUDE, MARGARET, Tregunter rd, Brompton June 21 Tomlin & Son, Old Burlington st
 MAYBURY, CHARLES, Acocks Green, Yardley, Worcs, Gent July 1 Burcher, Kidderminster
 MERAN, CHARLES JULIUS, The Grove, Clapham rd, Esq May 14 Budd & Co, Austinfriars
 MONTAGU, JOHN MONTAGU PULTENEY, Bradpole, Bridport, Dorset, Esq, J.P., D.L. June 18 Cree & Son, Gray's inn sq
 MORRICE, ROBERT EDMUND, Eltham, Kent, Esq June 15 Druce & Attlee, Billiter sq
 MUMM, BERNARD EDWARD, Captain in 7th Hussars, Trimulgherry, Deccan, India May 30 Emmett & Co, Bloomsbury sq
 MUSTARD, DAVID, Manningtree, Essex, Solicitor June 1 Pollock & Co, Lincoln's inn fields
 NAYLOR, BENJAMIN, Innkeeper, Leeds June 1 Markland & Co, Leeds
 ORTON, HENRY SALTE, Manchester, Tailor June 1 Roper & Co, Manchester
 PERRIN, HENRY EDMUND, Bristol, Baker May 30 Benson & Co, Bristol
 PRINCE, GEORGE WILLIAM, Herrington Farm, nr Rotherham, Farmer May 8 Evans, Rotherham
 PRITCHARD, SARAH ANN, Copland avenue, Peckham May 31 White, Abchurch lane
 PULLEN, ELIZABETH, Lyneham, Wilts May 31 Bevir, Wootton Bassett
 ROBERTSON, WILLIAM, Brampton, Cumbria, Brewer May 13 Farish & Cartner, Brampton
 SCRATCHLEY, CHARLES JAMES, Torquay, Rector of Lydeard St Lawrence June 11 Greenfield & Cracknell, Lancaster place, Strand
 SHEARD, EDWIN, Leeds, Gent June 1 Hirst, Dewsbury
 SHEARD, JOSEPH, Halifax, Coal Merchant May 14 Mossman & Co, Bradford
 SIMPSON, JOHN, Kingston upon Hull, Builder June 18 Holden & Co, Hull; Rolit & Sons, Hull
 SNEYLEY, CAROLINE ANNE, Matlock, Derby May 31 Potter, Matlock Bridge
 SMITH, JANE ANN, Monkwearmouth May 31 Stockdale, Sunderland
 TREBOLD, EDWIN HENRY, Langham Hotel, Portland place, Esq June 16 Black & Moss, Lincoln's inn fields
 THICKESSE-WOODINGTON, EMMA ELIZABETH, Valetta, Malta June 24 Bowlings & Co., Essex st, Strand
 TIDY, CHARLES MEYNOTT, Mandeville place, Marylebone, Bachelor of Medicine June 1 Peacock & Goddard, South sq, Gray's inn
 TIMMS, CHARLES, Bath, Gent July 1 Press & Inskip, Bristol
 TIDBALL, ELIZABETH CLARKE, Clifton, Bristol July 1 Press & Inskip, Bristol
 TORDOFF, ANN, Wibsey, Bradford June 11 Gaunt & Co, Bradford
 VAN HOUTEN, GERRIT JAN DANIEL, St James' rd, Brixton, Esq June 1 Tocque & Rodyk, Aldermanbury
 VILES, EDWARD HENRY, Bedford st, Covent Garden, Editor June 30 Vanderpump & Son, Gray's inn sq
 WALFOLD, JOHN VADE, Clifton, Bristol, Esq July 1 Press & Inskip, Bristol
 WHALL, MARY ELIZABETH, Barry, Glam June 4 Whall, Edgbaston
 WILCOCKS, HENRY, Pinhoe, Devon, Esq, J.P. June 1 Daw & Son, Exeter
 WILKIN, GEORGE, Sheffield, Scissors Manufacturer June 16 Russell, Sheffield
 WOOD, JOHN, Barton upon Humber, Gent June 19 H E & B Mason, Barton upon Humber
 YONGE, JULIAN BARGUS, Otterbourne, Hants June 24 Crawley & Co, Whitehall pl

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, APRIL 29.

RECEIVING ORDERS.

ANDERSON, CHARLES SEWERIN, Cardiff, Boarding house Keeper Cardiff Pet April 23 Ord April 23
 ANNEVELD, MARY ISABEL, Holloway rd, Milliner High Court Pet Mar 31 Ord April 23
 ARCHER, SARAH ANN, Leeds, Wardrobe Dealer Leeds Pet April 25 Ord April 23
 BALCHIN, THOMAS HENRY, Hastings, Poulterer Hastings Pet April 26 Ord April 23
 BRIGGS, W. H. West Smithfield, Mahogany Merchant High Court Pet Mar 16 Ord April 23
 BURRELL, PHILIP, Leeds, Glass Dealer Leeds Pet April 27 Ord April 23
 CARTER, JAMES MURRAY, Lightcliffe, nr Halifax, late Wine Merchant Halifax Pet April 23 Ord April 23
 CAUSON, EDMUND JOHN, Fishponds, Stapleton, Glos, Grocer Bristol Pet April 26 Ord April 23
 COOKSON, WILLIAM, Halewood, nr Liverpool, Farm Labourer Liverpool Pet April 26 Ord April 23
 COOPER, HENRY, Ida st, Poplar, Grocer High Court Pet April 26 Ord April 23
 COOPER, WALTER S., Tottenham, Timber Merchant Edmonton Pet April 2 Ord April 23
 CROUCH, GEORGE, Craven st, Strand, retired Butcher High Court Pet April 26 Ord April 23
 DINGLE, ALFRED, Liskeard, Cornwall, Grocer East Stonehouse Pet April 26 Ord April 23
 EVES, GEORGE, Brady's bldgs, Hart's lane, Bethnal Green, Umbrella Finisher High Court Pet April 27 Ord April 23
 FERN, GEORGE HENRY, Coventry, Boot Maker Coventry Pet April 26 Ord April 23
 GEORGE, GEORGE, Swanscombe, Kent, Labourer Rochester Pet April 27 Ord April 23
 HARTZBORN, HELENA SOPHIA, High rd, Chiswick, Piano-forte Dealer Brentford Pet Mar 16 Ord April 12
 HASSELL, STEPHEN, Hanley, Chemist Hanley Pet April 25 Ord April 23
 HOMAN, SAMUEL WILLIAM, Hilperton, Wilts, Relieving Officer Bath Pet April 25 Ord April 23
 JENKINS, HENRY BOWEN, Swansea, Traveller Swansea Pet April 26 Ord April 23
 JONES, WILLIAM, Shifnal, Salop, Licensed Victualler Madeley Pet April 14 Ord April 23
 KETLEY, GEORGE, Blossomfield, Solihull, Warwickshire, Farmer Birmingham Pet Mar 30 Ord April 23
 KINSEY, THOMAS, Hay, Brecknockshire, Grocer Hereford Pet April 26 Ord April 23
 LONG, CHARLES, Chesham, Bucks, Shoe Manufacturer Aylesbury Pet April 11 Ord April 23
 LORD, ABRAHAM, Rochdale, Joiner Oldham Pet April 26 Ord April 23
 MARRALL, EMMA, Rose st, Newgate st, Wholesale Fancy Stationer High Court Pet April 25 Ord April 23
 MCCOY, ALEXANDER, Shaw, nr Oldham, Provision Dealer Oldham Pet April 25 Ord April 23
 MILN, WILLIAM, Belle Vue villas, Southgate rd, Wood Green Edmonton Pet Jan 12 Ord April 23
 MORRELL, W., Tottenham mews, Fitzroy sq High Court Pet April 1 Ord April 23
 NORMAN, ATTOR JOSEPH, Ross, Herefordshire, Boot Dealer's Assistant Hereford Pet April 27 Ord April 23
 PALMER, MARGARET, West Hartlepool, Painter Sunderland Pet April 25 Ord April 23
 PARKER, HENRY TAYLOR, late of Wordsley, Kingswinford, Staffs, Betting Book Maker Stourbridge Pet April 20 Ord April 20
 PHILLIPS, FREDERICK, Haverfordwest, Tailor Pembroke Dock Pet April 27 Ord April 23
 PHILLIPS, WILLIAM, Treacy, Llanwinio, Carmarthenshire, Farmer Carmarthen Pet April 26 Ord April 23
 RAYMOND, WILLIAM THOMAS, Garden ct, Temple, Barrister at Law High Court Pet Aug 24 Ord Jan 26
 ROSE, HERMAN, Elgin avenue, Malda Vale, Corn Merchant High Court Pet April 1 Ord April 23
 ROUBERT, SAMUEL, Batley, Yorks, Boot Maker Dewsbury Pet April 26 Ord April 23
 SHEPHERD, WALTER, Liverpool, Butcher Liverpool Pet April 7 Ord April 23
 SOUTHERN, HENRY, Lichfield, Clothier Walsall Pet April 25 Ord April 23
 WILCOX, WILLIAM CHARLES, Horfield, Glos, Post Office Clerk Bristol Pet April 25 Ord April 23
 WINTER, EDWIN, Turton, Lancs, Mason Bolton Pet April 27 Ord April 23
 WOOLSTON, THOMAS, Stamford, Builder Peterborough Pet April 27 Ord April 23

FIRST MEETINGS.

ARIS, THOMAS, Towcester, Northamptonshire, Auctioneer May 7 at 12.15 County Court bldgs, Northampton
 BARROW, JOHN PETER, late of Manchester, Silk Merchant May 6 at 3.30 Ogden's chambers, Bridge st, Manchester
 BUTLER, WILLIAM CHARLES, late of Westbourne, Bourne-mouth, Coach Builder May 6 at 12.30 Off Rec, Salisbury
 CARPENTER, JOHN WILLIAM, Leeds, Boot Manufacturer's Manager May 9 at 11 Off Rec, 22, Park row, Leeds
 CARTER, JAMES MURRAY, Lightcliffe, nr Halifax, late Wine Merchant May 9 at 11 Off Rec, Town hall chambers, Halifax
 CAUSON, EDMUND JOHN, Fishponds, Stapleton, nr Glos, Grocer May 11 at 4 Off Rec, Bank chambers, Corn st, Bristol
 CHETTLE, HORATIO FREDERICK, Horton rd, Hackney, Commission Agent May 6 at 1 Bankruptcy bldgs, Carey st
 COOKE, WILLIAM, Newport, IW, Boot Dealer May 6 at 3 Keppel's Head Hotel, the Hard, Portsea
 CROUCH, GEORGE, Craven st, Strand, retired Butcher May 10 at 12 Bankruptcy bldgs, Carey st
 CUTRILL, FREDERICK, Reading, Basket Maker May 6 at 3 Off Rec, 95, Temple chambers, Temple avenue
 DAVIES, JOSE, Ton Pentre, Glam, Grocer May 6 at 3 Off Rec, Merthyr Tydfil

FERN, GEORGE HENRY, Coventry, Boot Maker May 10 at 11 Off Rec, 17, Hertford st, Coventry
 FOX, HELENA ELIZABETH, Uxbridge rd, Widow May 10 at 12 Bankruptcy bldgs, Carey st
 FRANK, JULIUS, Queen Victoria st, Auctioneer May 10 at 2.30 Bankruptcy bldgs, Carey st
 FURBER, FREDERICK GEORGE FAY, Leicester, Traveller May 6 at 3 Off Rec, 34, Friar lane, Leicester
 GIBSON, JAMES, Rochdale, Joiner May 6 at 11.30 Off Rec, Bank chambers, Queen st, Oldham
 GILMOUR, JOHN, and WILLIAM ANDREW GILMOUR, Liverpool, Shipbrokers May 13 at 3 Off Rec, 35, Victoria st, Liverpool
 HATHIRELL, EDWARD, Pickwick, Corsham, Wilts, Schoolmaster May 11 at 12.30 Off Rec, Bank chambers, Corn st, Bristol
 HEALEY, SAMUEL, Milton rd, Bow, Builder May 6 at 11 Bankruptcy bldgs, Carey st
 HILL, FRED, Union Club, Trafalgar sq, retired Colonel May 6 at 1 Bankruptcy bldgs, Carey st
 HOMAN, SAMUEL WILLIAM, Hilperton, Wilts, Relieving Officer May 11 at 3.30 Off Rec, Bank chambers, Corn st, Bristol
 INKPIN, WILLIAM, and WALTER INKPIN, Sturminster Newton, Dorset, Builders May 9 at 1 Off Rec, Salisbury
 JONES, GEORGE, Rochdale, Labourer May 6 at 11 Off Rec, Bank chambers, Queen st, Oldham
 LATH, HENRY, Gt Grimsby, Fruiterer May 7 at 11 Off Rec, 15, Osborn st, Gt Grimsby
 LAYLAND, ALFRED WILLIAM, Liverpool, Gent May 13 at 2.30 Off Rec, 35, Victoria st, Liverpool
 LINNELL, SEPTIMUS, Alexander terr, Green Lanes, Wood Green, Butcher's Manager May 6 at 12 Off Rec, 95, Temple chambers, Temple avenue
 LIEWELLYN, WILLIAM GIBSON, Pembroke Dock, Licensed Victualler May 18 at 12.15 Temperance hall, Pembroke Dock
 MANCHESTER, ISIDORE, Cardiff, Waterproof Garment Maker May 10 at 2.30 Off Rec, 29, Queen st, Cardiff
 MATTHEWS, HENRY ARNOLD, Wick and Abson, Glos, Farmer May 11 at 1 Off Rec, Bank chambers, Corn st, Bristol
 MOSER, JACOB ERNST HARTWIG, Manchester, Provision Merchant May 6 at 3 Ogden's chambers, Bridge st, Manchester
 PAGE, SAMUEL, Cardiff May 10 at 12 Off Rec, 29, Queen st, Cardiff
 PICKARD, GEORGE, Cardiff, Grocer May 10 at 11 Off Rec, 29, Queen st, Cardiff
 RAINFORD, JOSEPH, Preston, Provision Dealer May 9 at 3 Off Rec, 14, Chapel st, Preston
 RALLS, WILLIAM JAMES, Bridgewater, Dairyman May 6 at 11 Bristol Atlas Hotel, Bridgewater
 REEFER, LAURENCE, Gloucester, Shipbroker May 7 at 3 Off Rec, 15, King st, Gloucester
 ROWLANDS, ERNEST BOWEN, King's Bench walk, Temple, Barrister at Law May 11 at 12 Bankruptcy bldgs, Carey st
 SCHNEIDER, HUGO, Falcon avenue, Falcon sq, Shipper May 12 at 2.30 Bankruptcy bldgs, Carey street
 SHARKEY, JAMES, Newcastle on Tyne, Provision Dealer May 9 at 11.30 Off Rec, Fink lane, Newcastle on Tyne
 SIEVIER, R. S., Buty st, St James's May 11 at 1 Bankruptcy bldgs, Carey street
 SNUGGS, THOMAS CHARLES, Crondall, Hants, Wheelwright May 6 at 12.30 24, Railway approach, London bridge
 STEUART, CLAUDE SCOTT, Nelson sq, Blackfriars, of no occupation May 11 at 2.30 Bankruptcy bldgs, Carey street
 STROHFELDT, EMIL, Oxford rd, New North rd, Pianoforte Manufacturer May 12 at 12 Bankruptcy bldgs, Carey street
 STRONG, GEORGE, Gloucester, Baker May 7 at 4 Off Rec, 15, King st, Gloucester
 THOMAS, JENKYN DAVID, Cilfynydd, Pontypridd, Glam, Master Tailor May 6 at 12 Off Rec, Merthyr Tydfil
 TURNER, WILSON, Burnley, Beamer May 19 at 1 Exchange Hotel, Nicholas st, Burnley
 VINEY, JAMES, Beckington, Somerset, Baker May 11 at 12 Off Rec, Bank chambers, Corn st, Bristol
 WARD, HENRY, Barrow on Sea, Leics, Publican May 6 at 12.30 Off Rec, 34, Friar lane, Leicester
 WESTLEY, CHRISTOPHER GIBSON, Kettering, Northamptonshire, Saddler May 7 at 2.30 County Court bldgs, Northampton
 WILCOX, WILLIAM CHARLES, Horfield, Glos, Post Office Clerk May 11 at 3 Off Rec, Bank chambers, Corn st, Bristol
 WINTER, EDWIN, Turton, Lancs, Mason May 9 at 10 18, Wood st, Bolton

ADJUDICATIONS.

ANDERSON, CHARLES SEWERIN, Cardiff, Boarding house Keeper Cardiff Pet April 23 Ord April 23
 ARCHER, SARAH ANN, Leeds, Wardrobe Dealer Leeds Pet April 25 Ord April 23
 BAKER, SEPTIMUS, Radpole, Dorset, Carpenter Dorchester Pet April 6 Ord April 23
 BARROW, JOHN PETER, late of Manchester, Silk Merchant Manchester Pet April 20 Ord April 27
 BEVINGTON, AMBROSE, and ERNEST BEVINGTON, Hanley, Earthenware Manufacturers Hanley Pet March 21 Ord April 27
 BONNETT, MARY ANN, Hornchurch, Essex, Grocer, Widow Chelmsford Pet April 6 Ord April 23
 BROWN, HENRY HUGHES, Leek, Staffs, Ironmonger Macclesfield Pet April 2 Ord April 23
 BURRELL, PHILIP, Leeds, Glass Dealer Leeds Pet April 27 Ord April 23
 CARTER, JAMES MURRAY, Lightcliffe, nr Halifax, late Wine Merchant Halifax Pet April 23 Ord April 23
 CAUSON, EDMUND JOHN, Fishponds, Stapleton, Glos, Grocer Bristol Pet April 26 Ord April 23
 COLEMAN, JOHN, Hubert grove, Stockwell, Builder High Court Pet Feb 26 Ord April 23
 COOK, CAROLINE, Oxford st, Manufacturing Furrier High Court Pet April 4 Ord April 23
 COOKSON, WILLIAM, Halewood, nr Liverpool, Farm Labourer Liverpool Pet April 26 Ord April 26

CUTRILL, FREDERICK, Reading, Basket Maker Reading Pet April 8 Ord April 23
 COOPER, HENRY, Ida st, Poplar, Grocer High Court Pet April 26 Ord April 23
 CROUCH, GEORGE, Craven st, Strand, retired Butcher High Court Pet April 26 Ord April 23
 DAVIS, CHARLES, HENRY DAVIS, and ALFRED DAVIS, New Zealand avenue, Barbican, Carriers High Court Pet March 24 Ord April 23
 DAVIS, JOSEPH, Barton on Humber, Tailor Great Grimsby Pet March 29 Ord April 23
 DUNNING, CHARLES, and ALBERT LOCUS DUNNING, Fulham rd, Builders High Court Pet Feb 11 Ord April 23
 EVES, GEORGE, Brady's bldgs, Hart's lane, Bethnal green, Umbrella Finisher High Court Pet April 27 Ord April 27
 FERN, GEORGE HENRY, Coventry, Boot Maker Coventry Pet April 26 Ord April 23
 FOSTER, JOHN SIMON, Aston Cantlow, Warwickshire, recently Miller Warwick Pet April 20 Ord April 23
 GALLAGHER, EDWARD, Wolverhampton, Greengrocer Wolverhampton Pet April 20 Ord April 23
 GEORGE, GEORGE, Swanscombe, Kent, Labourer Rochester Pet April 27 Ord April 23
 GILMOUR, JOHN, and WILLIAM ANDREW GILMOUR, Liverpool, Shipbrokers Liverpool Pet March 22 Ord April 27
 HASSALL, STEPHEN, Newcastle under Lyme, Chemist Hanley, Burslem, and Tunstall Pet April 25 Ord April 23
 HERBERT, JAMES EDWARD, Dewsbury, Milliner Dewsbury Pet March 22 Ord April 23
 HOMAN, SAMUEL WILLIAM, Hilperton, Wilts, Relieving Officer Bath Pet April 25 Ord April 23
 LANE, FREDERICK, Rippingsale, Lincs, Farmer Peterborough Pet April 5 Ord April 23
 MACLURE, HENRY MARTIN, Queen Victoria st, Insurance Agent High Court Pet March 19 Ord April 23
 MCCOY, ALEXANDER, Shaw, nr Oldham, Provision Dealer Oldham Pet April 23 Ord April 23
 NORMAN, ATTOR JOSEPH, Ross, Herefordshire, Boot Dealer's Assistant Hereford Pet April 27 Ord April 23
 PALMER, EDWIN PAGET, Piccadilly, Advertising Contractor High Court Pet Jan 8 Ord April 23
 PARSONS, JAMES R., Philip rd, Peckham Rye, Gent High Court Pet Feb 24 Ord April 23
 PARKER, HENRY TAYLOR, late of Wordsley, Kingswinford, Staffs, Betting Bookmaker Stourbridge Pet April 20 Ord April 20
 PAYER, A. E., Folkestone, Builder Canterbury Pet Mar 21 Ord April 23
 PHILLIPS, WILLIAM, Treacy, Llanwinio, Carmarthenshire, Farmer Carmarthen Pet April 26 Ord April 23
 PURSELL, JOHN ROGER, the Albany, Camberwell, Builder High Court Pet Feb 20 Ord April 23
 REUTERWALL, AXEL LAURENTIUS, Gloucester, Shipbroker Gloucester Pet April 14 Ord April 27
 REVILL, WILLIAM GEORGE, Saltisford, Warwick, Grocer Warwick Pet April 22 Ord April 23
 REYNOLDS, JOHN, Stockport, Cotton Doubler Stockport Pet April 9 Ord April 27
 ROOK, HENRY, Newport, Lincoln, Grocer Lincoln Pet Mar 26 Ord April 23
 ROUBERT, SAMUEL, Batley, Yorks, Boot Maker Dewsbury Pet April 26 Ord April 23
 SCANLAN, DAVID, Oswest, Yorks, Grocer Dewsbury Pet April 21 Ord April 23
 STROHFELDT, EMIL, Oxford rd, New North rd, Pianoforte Manufacturer High Court Pet Mar 29 Ord April 27
 THOMPSON, WILLIAM, Lincoln, Builder Lincoln Pet April 6 Ord April 23
 WATKINS, RICHARD ROOSE, St Helena, Oil Merchant Liverpool Pet Mar 22 Ord April 23
 WINTER, EDWIN, Turton, Lancs, Mason Bolton Pet April 27 Ord April 27
 WOOLSTON, THOMAS, Stamford, Builder Peterborough Pet April 27 Ord April 27

London Gazette.—TUESDAY, MAY 3.

RECEIVING ORDERS.

ALSO, ROBERT, Gratton Youlgreave, Derbyshire, Farmer Derby Pet April 28 Ord April 23
 ARNOLD, HENRY EDWARD, Torquay, Esq Exeter Pet April 26 Ord April 23
 AYRES, GEORGE, Small Heath, Birmingham, Confectioner Birmingham Pet April 28 Ord April 23
 BARKER, ROBERT, and JOHN BARKER, Millwood, Todmorden Yorks, Engineers Burnley Pet April 29 Ord April 29
 BULLY, FREDERICK ARTHUR GEORGE, Colchester, late Commission Agent Colchester Pet April 29 Ord April 29
 BAKER, JOHN, Old Kent rd, Costume Manufacturer High Court Pet April 29 Ord April 29
 BROADWAY, GEORGE THOMAS and WILLIAM GOODE FENKLEY, Southampton, Licensed Victuallers Southampton Pet April 29 Ord April 29
 BURNET, JAMES, Norwood, Surrey, Ecclesiastical Agent Croydon Pet Mar 28 Ord April 26
 CATTARSON, ROBERT PYBUS, Barton, Yorks, Labourer Stockton on Tees and Middlesbrough Pet April 27 Ord April 27
 CHALCRAFT, JAMES, Shanklin, I W, Grocer Newport and Ryde Pet April 29 Ord April 29
 COLLIER, THOMAS, Hough, Cheshire, Farmer Nantwich and Crewe Pet April 28 Ord April 23
 COVELL, ALBERT, Bexhill, Sussex, Caretaker Hastings Pet Apr 29 Ord Apr 29
 DORE, JOHN JAMES, Landport, Baker Portsmouth Pet Apr 29 Ord Apr 29
 FEXTON, LETITIA, Holford sq, Lodging House Keeper High Court Pet Apr 28 Ord Apr 23
 FIELDER, MARY, Ashford, Kent, Lodging House Keeper Canterbury Pet Apr 30 Ord Apr 30
 FOSTER, JOSEPH, High st, Stratford, Mechanical Engineer High Court Pet Apr 30 Ord Apr 30
 GLOVER, JOHN, Cardiff, Mason Cardiff Pet Apr 28 Ord Apr 23
 GODLEY, THOMAS JOHN, Ocean st, Cadis st, Mile End, Grocer High Court Pet Apr 28 Ord Apr 23

HANN, FRANCIS, South Petherton, Somerset, Farmer Yeovil Pet Apr 29 Ord Apr 29
 HARPER, ROBERT, York, Waggoner York Pet Apr 28 Ord Apr 28
 HILL, THOMAS, Worcester, Bricklayer Worcester Pet Apr 29 Ord Apr 29
 HINTON, JOHN, Birmingham, Musical Instrument Repairer Birmingham Pet Apr 25 Ord Apr 25
 INGALL, HENRY, Prittlewell, Essex, Dairyman Chelmsford Pet Apr 28 Ord Apr 28
 JEFFERY, SYDNEY, Torquay, Book Keeper Exeter Pet Apr 30 Ord Apr 30
 LEWIS, J. SLATER, The Avenue, Castle Hill, Ealing Dean, Electrical Appliances Manufacturer's Manager Birmingham Pet Apr 13 Ord Apr 29
 MACKERRIE, JOHN, Ambleside, Westmrd, Fruiterer Kendal Pet Apr 14 Ord Apr 30
 MAKIN, CHARLES, Ashton under Lyne, Innkeeper Ashton under Lyne Pet Apr 29 Ord Apr 29
 MALLINDER, THOMAS, Hunslet, Leeds, late Timber Merchant Leeds Pet Apr 28 Ord Apr 28
 MOISE, MICHAEL, Union court, Merchant High Court Pet Apr 4 Ord Apr 30
 MORRELL, WILLIAM JOHN, Seething lane, Stationer High Court Pet Apr 28 Ord Apr 28
 PALMER, FRANK VILLIERS, Southsea, Riding Master Portsmouth Pet Apr 28 Ord Apr 28
 PARRY, I. I., Cardiff, Paper Dealer Cardiff Pet Apr 14 Ord Apr 29
 PILLEY, WILLIAM, Laura villa, Lea Bridge rd, of no occupation High Court Pet Mar 12 Pet Apr 30
 PORTER, FRANCIS, York, late Farmer York Pet Apr 28 Ord Apr 28
 PRESTON, JOSEPH THOMAS HUERNAN, Bristol, Coal Merchant Bristol Pet Apr 30 Ord Apr 30
 SEERY, FREDERICK WILLIAM, late Chiswick High rd, Builder High Court Pet Mar 11 Ord Apr 28
 SMITH, FREDERICK WILLIAM, Penzance, Baker Truro Pet Apr 28 Ord Apr 28
 SMITH, HENRY, Batley, Yorks, Chemist Dewsbury Pet Apr 28 Ord Apr 28
 THOMAS, WILLIAM ROACH, Cardiff Cardiff Pet Apr 29 Ord Apr 29
 TIDSWELL, HENRY, New Clee, Lincs, Fisherman Gt Grimsby Pet Apr 26 Ord Apr 26
 TOON, EDWARD COLLINS, Bentley, nr Atherstone, Warwickshire, Baker Birmingham Pet Apr 28 Ord Apr 28
 TRAINOR, PATRICK EDWARD, Stockwell rd, Clapham, Commercial Traveller High Court Pet Apr 30 Ord Apr 30
 WALKER, FREDERICK, Sheffield, Draper Sheffield Pet Apr 29 Ord Apr 29
 WINNER, JOHN, Portobello rd, North Kensington, Tobaccoist High Court Pet Apr 28 Ord Apr 28
 YEATMAN, GEORGE THOMAS, Salisbury, Jeweller Salisbury Pet Apr 29 Ord Apr 29

The following amended notice is substituted for that published in the London Gazette of April 26:—

LLEWELLYN, WILLIAM GIBSON, Pembroke Dock, Licensed Victualler Pembroke Dock Pet Apr 22 Ord Apr 22

FIRST MEETINGS.

ANDERSON, CHARLES SEWERN, Cardiff, Boarding house Keeper May 12 at 12 Off Rec, 29, Queen st, Cardiff
 ANNEVELD, MARY ISABEL, Holloway rd, Milliner May 13 at 11 Bankruptcy bldgs, Carey st
 AVERY, ROBERT, Aylesbury, Coal Merchant May 10 at 3.30 1, St Aldate's, Oxford
 BAIGRA, W. H., West Smithfield, Mahogany Merchant May 10 at 11 Bankruptcy bldgs, Carey st
 BROADWAY, GEORGE THOMAS, and WILLIAM GOODE FENLEY, Southampton, Licensed Victuallers May 13 at 12 Off Rec, 4, East st, Southampton
 CHALCRAFT, JAMES, Shanklin, I. W., Grocer May 12 at 3 Keppel's Head Hotel, the Hard, Portsea
 COOPER, HENRY, Ida st, Poplar, Grocer May 10 at 1 Bankruptcy bldgs, Carey st
 DINGLE, ALFRED, Liskeard, Cornwall, Grocer May 17 at 10.15 10, Athenaeum terrace, Plymouth
 FULLER, JAMES WILLIAM, Wimbledon, Surrey, Slatting Contractor May 10 at 11.30 24, Railway Approach, London Bridge
 GARDNER, HENRY, Kingwinford, Staffs, Grocer May 11 at 12.20 Bell Hotel, Stourbridge
 GREEN, JOSEPH HASLAM, Oxford, Conservancy Officer May 10 at 12 1, St Aldate's, Oxford
 HARPER, ROBERT, York, Waggoner May 12 at 11.30 Off Rec, York
 HEAD, GEORGE SEARLE, East Grinstead, Sussex, Banker May 12 at 1 Public Hall, East Grinstead, Sussex
 HERBERT, JAMES EDWARD, Dewsbury, Milliner May 12 at 11 Off Rec, Bank chmbrs, Batley
 HILL, SAMUEL, West Gorton, nr Manchester, formerly Pork

Butcher May 10 at 11 Ogden's chmbrs, Bridge st, Manchester
 HUCKER, THOMAS WILLIAM, Walsall, Currier May 12 at 11.30 Off Rec, Walsall
 JOHNSON, CHARLES JUDSON, Cardiff, Ironmonger May 16 at 12 Off Rec, 29, Queen st, Cardiff
 JONES, DAVID REES, Aberyston, Cardiganshire, Grocer May 17 at 12.45 Town Hall, Aberystwith
 JONES, WILLIAM, Oakengates, Salop, Licensed Victualler May 11 at 12 County Court Office, Madeley
 KINSEY, THOMAS, Hay, Brecknock, Grocer May 13 at 10 2, Off st, Hereford
 LANE, HENRY, Worcester, Gent May 10 at 11 Bankruptcy bldgs, Carey st
 MARSHALL, EMMA, Rose st, Newgate st, Wholesale Fancy Stationer May 16 at 12 Bankruptcy bldgs, Carey st
 MARTIN, CALER, Gosport, Grocer May 14 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 MCCOURTY, ALEXANDER, Shaw, nr Oldham, Provision Dealer May 11 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
 MOORTON, THOMAS, Eastbourne, Furniture Dealer May 11 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 MORRELL, W., Tottenham Mews, Fitzroy sq May 12 at 2.30 Bankruptcy bldgs, Carey st
 MORRELL, WILLIAM JOHN, Seething lane, Stationer May 12 at 11 Bankruptcy bldgs, Carey st
 NORMAN, ARTHUR JOSEPH, Ross, Herefordshire, Boot Dealer's Assistant May 13 at 10 2, Off st, Hereford
 PARKER, HENRY TAYLOR, late of Wordsley, Kingswinford, Staffs, Betting Book Maker May 11 at 12.5 Bell Hotel, Stourbridge
 PORTER, FRANCIS, York, late Farmer May 11 at 11.30 Off Rec, York
 ROULIFF, RICHARD, St. Dennis, Cornwall, Shopkeeper May 10 at 12.30 Off Rec, Rossway st, Truro
 ROUTBERT, SAMUEL, Batley, Yorks, Book Maker May 12 at 3 Official Receiver, Bank chmbrs, Batley
 SADLER, DAVID MILLERSHIP, The Thorns, nr Stourbridge, Staffs, Fire Brick Manufacturer May 11 at 12.40 Bell Hotel, Stourbridge
 SMITH, FREDERICK WILLIAM, Penzance, Baker May 10 at 11.30 Off Rec, Rossway st, Truro
 SOUTHERN, HENRY, Lichfield, Clothier May 12 at 11 Off Rec, Walsall
 TURNER, DANIEL, Darlaston, Staffs, Timber Merchant May 11 at 3 Off Rec, Wolverhampton
 UNDERWOOD, HENRY, Kingston, Hants, Warehouseman May 12 at 4 Off Rec, Cambridge Junction, High st, Portsmouth
 WILLIAMS, FREDERICK GEORGE, Denton, Lancs, Electrical Engineer May 11 at 3 Ogden's chmbrs, Bridge st, Manchester
 WOOLSTON, THOMAS, Stamford, Builder May 31 at 12.15 Law Courts, New rd, Peterborough
 WRAIGHT, JOSEPH, Herne hill, Kent, Grocer May 13 at 10 Off Rec, 5, Castle st, Canterbury

ADJUDICATIONS.

ALSOPI, ROBERT, Gratton, Youlgreave, Derbyshire, Farmer Derby Pet Apr 28 Ord Apr 28
 ARNDIEL, HENRY EDWARD, Torquay, Esq Exeter Pet Apr 26 Ord Apr 26
 AYRES, GEORGE, Small Heath, Birmingham, Confectioner Birmingham Pet Apr 28 Ord Apr 28
 BALCHIN, THOMAS HENRY, Hastings, Poulterer Hastings Pet Apr 26 Ord Apr 29
 BENHAM, KENTON, Charing Cross, Bank Manager High Court Pet Mar 8 Ord Apr 29
 BROADWAY, GEORGE THOMAS, and WILLIAM GOODE FENLEY, Southampton, Licensed Victuallers Southampton Pet Apr 29 Ord Apr 29
 BULLEY, FREDERICK ARTHUR GEORGE, Colchester, late Commission Agent Colchester Pet Apr 29 Ord Apr 29
 CATTERSON, ROBERT PETER, Barton, Yorks, Labourer Stockton on Tees and Middleborough Pet Apr 27 Ord Apr 27
 DAWSON, JOHN, Horwich, Lancs, Joiner Bolton Pet Mar 31 Ord Mar 31
 DINGLE, ALFRED, Liskeard, Cornwall, Grocer East Stonehouse Pet Apr 25 Ord Apr 29
 FIELDER, MART, Ashford, Kent, Lodging house Keeper Canterbury Pet Apr 29 Ord Apr 30
 GLOVER, JOHN, Cardiff, Mason Cardiff Pet Apr 26 Ord Apr 26
 GODLEY, THOMAS JOHN, Ocean st, Cadiz st, Mile End, Grocer High Court Pet Apr 28 Ord Apr 28
 GREEN, JOSEPH HASLAM, Oxford, Conservancy Officer Oxford Pet Apr 9 Ord Apr 30
 HANN, FRANCIS, South Petherton, Somerset, Farmer Yeovil Pet Apr 29 Ord Apr 29
 HARPER, ROBERT, York, Waggoner York Pet Apr 28 Ord Apr 28
 HENRY, HENRI CHARLES JOSEPH, St James's st, Piccadilly, Art Decorator High Court Pet Mar 21 Ord Apr 29
 HILL, FRED, Union Club, Trafalgar sq, retired Colonel High Court Pet Mar 17 Ord Apr 29

HILL, THOMAS, Worcester, Bricklayer Worcester Pet Apr 29 Ord Apr 29
 INGALL, HENRY, Prittlewell, Essex, Dairyman Chelmsford Pet Apr 27 Ord Apr 28
 JEFFERY, SYDNEY, Torquay, Book-keeper Exeter Pet Apr 30 Ord Apr 30
 LORD, ABRAHAM, Rochdale, Joiner Oldham Pet Apr 26 Ord Apr 28
 MALLINDER, THOMAS, Hunslet, Leeds, late Timber Merchant Leeds Pet Apr 28 Ord Apr 28
 MORRELL, WILLIAM JOHN, Seething lane, Stationer High Court Pet Apr 28 Ord Apr 28
 MOTT, WILLIAM JOSEPH, Woodgrange rd, Forest gate, Fancy Toy Warehouseman High Court Pet Mar 17 Ord Apr 28
 PORTER, FRANCIS, York, late Farmer York Pet Apr 28 Ord Apr 28
 SHARKEY, JAMES, Newcastle on Tyne, Provision Dealer Newcastle on Tyne Pet Apr 26 Ord Apr 26
 SKEATON, JOHN, Gt Queen st, Lincoln's inn fields, Sanitary Engineer High Court Pet Apr 1 Ord Apr 28
 SMITH, FREDERICK WILLIAM, Penzance, Baker Truro Pet Apr 28 Ord Apr 28
 THOMAS, WILLIAM ROACH, Cardiff Cardiff Pet Apr 29 Ord Apr 29
 TIDSWELL, HENRY, New Clee, Lincs, Fisherman Great Grimsby Pet Apr 26 Ord Apr 26
 TOON, EDWARD COLLINS, Bentley, nr Atherstone, Warwickshire, Baker Birmingham Pet Apr 28 Ord Apr 28
 WALKER, FREDERICK, Sheffield, Draper Sheffield Pet Apr 29 Ord Apr 29
 WEBER, FREDERIC HERMAN, and SAMUEL CHARLES PHILLIP, Gt George st, Westminster, Estate Agents High Court Pet Apr 4 Ord Apr 28
 WISSEMAN, JOHN, Portobello rd, North Kensington, Tobaccoist High Court Pet Apr 28 Ord Apr 28
 YEATMAN, GEORGE THOMAS, Salisbury, Jeweller Salisbury Pet Apr 29 Ord Apr 29

The following amended notice is substituted for that published in the London Gazette, April 26:—

LLEWELLYN, WILLIAM GIBSON, Pembroke Dock, Licensed Victualler Pembroke Dock Pet Apr 22 Ord Apr 22

ADJUDICATION ANNULLLED.

BAINBRIDGE, ROBERT, Liverpool, Licensed Victualler Liverpool Adjud Dec 23, 1889 Annul April 29

SALES OF ENSUING WEEK.

May 10.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, this week, p. 477).
 May 10.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Freehold Residence and Office Property (see advertisement, April 23, p. 435).
 May 11.—Messrs. EDWIN FOX & BOSEFIELD, at the Mart, E.C., at 2 o'clock, Freehold Estate and Freehold Property (see advertisement, April 23, p. 435).
 May 12.—Messrs. CHADWICK'S, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, April 30, p. 4).
 May 12.—Messrs. CHARLES & TUBBS, at the Mart, E.C., Freehold Ground-rents (see advertisement, April 29, p. 4).
 May 12.—Messrs. DREW & SON, at the Mart, E.C., at 2 o'clock, Freehold Residential or Building Estate (see advertisement, this week, p. 478).
 May 12.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, April 20, p. 4).
 May 13.—Messrs. FULLER, HOBSEY, SONS, & CASSELL, at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, this week, p. 477).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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EST. 1848.

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TOTAL PAYMENTS UNDER POLICIES	9,972,000
ANNUAL INCOME EXCEEDS	829,000

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 JAMES H. SCOTT, Secretary.